

# Business

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ACCOUNT AGREEMENT

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consolidated  
community  
credit union



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### PRIVACY POLICY

**CONSOLIDATED COMMUNITY CREDIT UNION  
BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT**

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you by Consolidated Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the Business Membership Application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the Consolidated Community Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union, including savings, checking, money market, and share certificates of deposit, as applicable.

By signing the Business Account Card ("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, the Rate and Fee Schedule, and Truth-in-Savings disclosures accompanying this Agreement, 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.

## MEMBERSHIP AND ACCOUNTS

**Important 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.

1. **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 purchase and maintain at least five shares at \$5.00 par value (the "membership share") as required by the Credit Union's Bylaws. You authorize us to check financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request.
2. **Individual Business Accounts.** An individual account is an account owned by one depositor including any individual or sole proprietor qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual will pass, subject to applicable law to the decedent's estate. You understand that unless you waive your rights, certain account designations may be invalidated on the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. We may require any claimant to the account to produce certain documents before releasing the funds to 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 learns of an account owner's death, the Credit Union may pay checks or honor payments or transfer 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 to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in the account after your death to indemnify the Credit Union for any losses from honoring that claim.
3. **Accounts of Businesses and Organizations.** You must designate on the Membership Application who is authorized to act on behalf of the Member/Account Owner as an Authorized Signer or Business Agent. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a club or association may not be cashed, but must be deposited in the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the Account Owner, unless the Credit Union has actual notice of  
of any wrong doing.
4. **Series LLC Members.** If You are organized as a Series LLC in a state that authorizes this type of organization, You agree that if the LLC or any series designated by the LLC is indebted to Credit Union for any reason, or that if Credit Union receives any garnishment, levy, or other form of execution or lien against the LLC or any series of the LLC, Credit Union may treat all accounts owned by the LLC and by any series of the LLC as accounts owned by the LLC and all series of the LLC. Funds from any account owned by the LLC or any series of the LLC may be used to satisfy any obligation of the LLC or any series of the LLC to Credit Union or to satisfy any garnishment, levy, or other form of execution against the accounts of the LLC or any series of the LLC.
5. **Authorized Parties.**
  - a. **Authorized Signers.** The parties named on the Membership Application as Authorized Signers are vested with full authority to open and close accounts on behalf of the Member, add or remove persons authorized to receive account information on behalf of the Member and to transact any business of any nature on such accounts.
  - b. **Persons Authorized to Receive Account Information.** Persons authorized to receive account information are authorized to receive any account information from the Credit Union either orally or in writing. Those persons are not authorized to withdraw funds or issue checks/drafts against the account.

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

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

6. **Deposits.** Deposits may be made to checking, savings, and money market deposit accounts in any amount by cash, check, or other item for deposit at the main office or at any branch. The Credit Union may require that additional deposits to share certificates be made in specific amounts. All deposit accounts are non-assignable and nontransferable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check, warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
  - a. **Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. 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. Insurance, government, and certain other checks or drafts must be endorsed

in person exactly as they are made payable. Endorsements must be placed in the space on the back of the share checking or check between the top edge and 12 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement causes any delay in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay. The Credit Union may disregard information on any check other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is made with full reservation of rights.

- b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
- c. Final Payment. All noncash deposits posted to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those deposits and impose a return deposit 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 your deposit item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or a part of a deposit or to close your account.
- d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least 30 days prior to any direct deposit or preauthorized transfer if you wish to cancel 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.
- e. Crediting of Deposits. Unless otherwise stated in the Funds Availability Policy below, deposits received at our offices on business days before the deposit cutoff time will be credited to your account as of the day of the deposit. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations such as night depositories will be credited on the day funds are removed and processed by the Credit Union.
- f. Share Certificates of Deposit. Share certificate of deposit accounts are governed by the terms of this Agreement and the terms and disclosures set forth on the certificate for each account, which is incorporated herein by this reference.

## 7. Account Access.

- a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Membership Application. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), Online Banking, Mobile Banking, Online Bill Pay, debit card, in person, by mail, automatic transfer, or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. The Credit Union may return as unpaid any check that is not drawn on the branch where your account is maintained or not in the form provided by the Credit Union. The Credit Union may restrict the withdrawals or transfers on your accounts.
- c. ACH & Wire Transfers. 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 a wire or 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 or receives an authorized reversal transaction, we may reverse the provisional credit to your account. 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, even if it does not match the party named in your instructions. 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.
- d. Transactions by Mail. Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawals by mail. Transfers and withdrawals by mail will require a signed written request by you. Such transactions will be posted to your account as of the day the transaction is processed at the Credit Union.
- e. 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.

## 8. 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 of the Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- b. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit 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 recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

## 9. Account Transaction Limitations.

- a. **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. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the 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 can 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 has been pledged as collateral for a debt to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. 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 share checking) of not less than 7 days and up to 60 days before such withdrawal.

**Transfers.** You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. CCCU 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.

## 10. **Overdrafts.**

- a. **Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, ACH and other ATM/debit transactions 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 or resubmitted for payment and we either return or pay the overdraft. Therefore, you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item that overdraws or would overdraw your account. 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.
- b. **Overdraft Protection Plan.** If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your checking account by initiating a transfer of the necessary funds from a loan account or another deposit account of yours to your checking account. We will transfer funds to your checking account from a loan or share account in the order you have directed. Transfers from a deposit account will be governed by this Agreement. Transfers from a line of credit account will be governed by your Loan Agreement.

11. **Postdated and Stale-Dated Items.** You must not date a check later than the date that you write it. If you do and the item is presented for payment before its date, the Credit Union may return it unpaid or pay the item unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the item, including the number, date, and amount. 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. Verbal notices will remain in effect for fourteen (14) days. Written notices are effective for six (6) months unless renewed in writing. 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, but may charge your account for payment unless the item is certified or you have placed an effective stop payment.

## 12. **Stop Payment Orders.**

- a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-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.
- b. **Duration of Order.** Verbal stop payment orders remain in effect for fourteen (14) days. Written stop payment orders are effective for six (6) months. In order for any written stop payment order to remain in effect after six (6) months, you must renew the order in writing.
- c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft or any other check, draft, or payment guaranteed by you or the Credit Union. You can only stop payment on any other checks or drafts that the Credit Union issues on your behalf in the Credit Union's sole discretion. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order.

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

14. **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.

15. **Credit Union Liability.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. 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. In no event will the Credit Union be liable for consequential damages. 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.

16. **Credit Union Lien and Security Interest.** If you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union will have 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 which it has a lien to pay off your indebtedness, including any costs or attorney fees incurred by the Credit Union in enforcing its rights 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. You grant the Credit Union a consensual security interest in your deposit accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union unless prohibited by applicable law.
17. **Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. 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.
18. **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) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission.
19. **Notices.**
  - a. **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union may require any notice of change in address to be made in person or in writing and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union.
  - b. **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. If required by law, the Credit Union will notify you of any changes in terms, rates, or fees at such time as are required by law. To the extent permitted by law, amendments will be effective upon posting of the amendments in the branch office or upon delivery of notice to the last address which you have specified for this account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. You agree that oral instructions are binding and agree to hold Credit Union harmless from any liability arising as a result of such instructions. Changes in account ownership such as adding or removing a joint owner, must be evidenced by a signed authorization of an account holder which upon execution will be binding on all parties and will be incorporated herein by this reference.
  - c. **Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or when delivered by electronic method to which you have consented. Notice to any one account owner is considered notice to all owners of the account.
20. **Statements.**
  - a. **Contents.** If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. The amount and date of any payment, deposit, withdrawal, transfer, payment of dividends or interest, and any fees imposed will appear on your statement. For share drafts and checking accounts, you understand that your original draft will not be returned to you, but copies will be retained by Credit Union and made available upon your request. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.
  - b. **Electronic Statements (E-Statements).** If your statement is provided electronically, statements will be electronically mailed to you as an attachment or you may request an electronic mail notice that will direct you to the web site where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address provided by the account owner.
  - c. **Examination.** You are responsible for examining each statement and your check copy and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn or deposited to your account if you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of drafts containing any forgery, alteration, or unauthorized signature on the item. The Credit Union will not be liable for items forged or altered in a manner not detectable by a reasonable person including, but not limited to, the unauthorized use of a facsimile signature machine.
  - d. **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 check copies or the time limit for notifying the Credit union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and drafts are made available to you.
21. **Dormant and Abandoned Accounts.** If you have an account with a balance of \$150.00 or less that you have not made a withdrawal from, deposit to, or transfer involving your account for more than two (2) years 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 Rate and 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. Accounts will continue to incur the monthly maintenance fee until closed by the member. You authorize us to transfer funds from an available 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 for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.
22. **Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (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 funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated.
23. **Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership.

The Credit Union is not liable for payment on any checking, withdrawal, or other item once your membership is terminated. You may be expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

24. **Special Account Instructions.** The Credit Union can facilitate certain trust, will, or court-ordered account arrangements you may request. 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 any instructions that the Credit Union believes might expose it 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 indemnify the Credit Union or post a bond or other protection. 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. 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.
25. **Indemnity.** If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.
26. **Waiver.** Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.
27. **Severability.** 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 and effect.
28. **Enforcement.** You agree to be liable to the Credit Union for any loss, cost, or expense as provided in this Agreement that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any amount due 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. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.
29. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, any legal action regarding this Agreement shall be brought in the court of the county in which the Credit Union is located.

#### FUNDS AVAILABILITY POLICY

1. **General Policy.** Our policy is to make funds from your deposits to your transaction accounts available to you on the same business day that we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 p.m. 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 3:00 p.m. 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 in the Credit Union's discretion.
2. **Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - a. We believe a check you deposit will not be paid.
  - b. You deposit checks totaling more than \$5,525 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 check deposits made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as out machines.
7. **Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S.

financial institutions. Foreign checks are exempt from the policies outlined in the disclosure. Generally, the availability of funds for deposit of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

8. **Collection Items.** We accept certain items-such as securities, coupons, bonds, and checks payable in foreign currencies or at foreign locations-on a collection basis only. We route and process these items separately. We normally credit your account only after we receive payment of these items. But if we do credit your account and then do not receive payment, we may charge your account. Collection fees will apply.

The financial institution on which the item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive. These fees apply even if the item is returned to us unpaid.

When another financial institution submits an item drawn on your account to us on a collection basis, we charge the other financial institution a fee. When you don't have enough funds in your deposit account for us to process a collection item drawn on your account, we may charge you an insufficient funds fee.

## **ELECTRONIC FUNDS TRANSFERS**

By signing the Membership Application, completing and transmitting an Online Membership Application or service request or signing or using any electronic funds transfer (EFT) service, you agree to the following terms governing your Membership Application and our rights and responsibilities concerning the Online Banking Access and electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Online Banking transactions involving your deposit accounts at the Credit Union through your personal computer, Online Bill Payment transactions, and debit card purchases.

### **1. Services.**

- a. **Cash Card (ATMs).** You may use your Cash Card Personal Identification Number ("PIN") in automated teller machines of the Credit Union, The Star System and Plus System, CO-OP, CIRRUS Network, and such other machines we may designate. At the present time, you may use your Card to make the following transactions on your accounts:
- i. Withdraw cash from your checking and savings accounts.
  - ii. Transfer funds between your savings or checking accounts.
  - iii. Other transactions as offered and permitted in the future.
- b. **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.
- c. **Debit Card/Point of Sale.** You may use your Card to purchase goods and services anywhere your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request and access your overdraft protection account, or may terminate all services under the Agreement. If we approve your application for point of sale services, you may use your Card and access code to pay for purchases from participating merchants who have agreed to accept the Card at point of sale terminals.
- d. **Online Banking Access Services.** Upon approval, you may use your personal computer to access your accounts. You must use your Username code along with your security Password to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. You will need a personal computer or access to the Internet (World Wide Web). The online address for Online Banking service is [www.consolidatedccu.com](http://www.consolidatedccu.com). You are responsible for the installation, maintenance and operation of your computer. CCCU will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Online Banking service to:
- i. Transfer funds between your savings and checking accounts.
  - ii. Make deposits to your savings or checking accounts using the online deposit service.
  - iii. Review account balance, transaction history, and tax information for your savings, checking, and loan accounts.
  - iv. Transfer funds to accounts of other members you authorize for any of your accounts.
  - v. Review information on your loan account including payoff amounts, due dates, finance charges, interest rate, and balance information.
  - vi. Review past monthly statements up to three years prior.
  - vii. Make bill payments from your checking account.
  - viii. Request a withdrawal from any savings, checking, or loan account be mailed to you in check form.
  - ix. Communicate with the Credit Union using the electronic mail (e-mail) feature.
  - x. Initiate person to person (P2P) payments through PayPal using our P2P service.
  - xi. Initiate ACH transfers to accounts outside the credit union using our A2A service

Transactions involving your deposit accounts, including checking account stop payments, will be subject to the terms of your Membership and Account Agreement, as applicable. Transactions involving a Line of Credit account will be subject to your Loan Agreement and Disclosures, as applicable.

- e. **Online Bill Pay Services.** You authorize us to process Bill Payments from your designated account. You may use the Online Bill Pay service to initiate three (3) different types of payment transactions:
- xii. "Today" transactions are payments you designate to be paid immediately. "Today" Bill Payments will be immediately deducted from your account following your Bill Pay session. Therefore, you must have sufficient funds available at the time of the Bill Payment request and you agree the payment may not be canceled for any reason after you transmit it.

- xiii. "Future" transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the Scheduled Initiation Date. The transaction will be processed on the Scheduled Initiation Date or the next business day if the Scheduled Initiation Date falls on a weekend or holiday. "Future" transactions may be canceled or changed through the Online Bill Pay service up until 12:00 midnight before your Scheduled Initiation Date.
- xiv. "Recurring" transactions are payments you designate to reoccur on a specified regular basis (i.e. monthly). You may designate the start and end dates for payments. "Recurring" transactions will be deducted from your account on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed through the Online Bill Pay service up until 12:00 midnight before your Scheduled Initiation Date.

There is a dollar limit on any one Bill Payment of \$9,999.99 or the available balance in your designated account, whichever is less.

Upon completion of a transaction using the Online Bill Pay service, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount for reference in the event any problems occur. No printed receipts are issued through the Online Bill Pay service.

- f. **Mobile Banking Service.** Mobile Banking Service is a personal financial information management service that allows you to access account information, make deposits to your accounts, make payments to merchants who have previously consented to accept payments, make P2P payments, and make other financial transactions through our Online Banking service using compatible and supported mobile phones and wireless devices ("Wireless Devices"). If you use a Touch ID, facial-recognition or PIN supported mobile device, you may also have the ability to access your accounts using Touch ID, facial recognition or mobile PIN ("mobile credentials") to log in. Such features cannot discern between your mobile credentials and the mobile credentials of others who are enrolled on your device. If you elect to use mobile credentials to access your accounts and you have permitted or will permit other individuals to enroll their mobile credentials on your device or you provide your mobile credentials to another individual, you understand and agree that those individuals have your authorization and full access to you accounts. You understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The services that you may access through our Mobile Banking Service are the same account and service transactions available through our Online Banking service. When you register for the Mobile Banking Service, the designated accounts and bill payment payees linked to your account through Online Banking will be accessible through our Mobile Banking Service.
- g. **Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4 Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
- h. **Friends and Family Access Designation.** You may designate other persons who are authorized to obtain information and conduct transactions on your account through Online Banking or Mobile Banking. Such authorization will be unlimited unless our service permits you to limit the authorization and you take the necessary steps to do so. This means that persons you designate will be able to view information on all accounts on which you are an owner and loans on which you are a borrower, and to transfer funds among the accounts or to other accounts that you do not own. All transactions conducted by someone you designate will be authorized just the same as if you had conducted the transaction yourself. The access designation will remain in effect until you notify us that you have revoked it in accordance with the instructions provided.
- i. **Non-VISA Debit Transactions.** Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card. The Credit Union will honor your debit transactions processed by any of these networks.
  - xv. Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions.
  - xvi. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

## 2. Service Limitations.

### a. Cash Card (ATMs).

- i. **Withdrawals.** There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Fee Schedule. You may withdraw up to \$300 (if there are sufficient funds in your account) per day (Saturday and Sunday are considered one day) at any authorized ATM, subject to limits placed on each individual ATM.
- ii. **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. There is a \$5,000 limit on any transfer. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

- b. **Visa Check (Debit) Card/ Point of Sale.** There is no limit on the number of purchase transactions you may make with your Card during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. You may make debit purchases at designated POS terminals that accept the Card up to the maximum amount set by any participating merchant (if there are sufficient funds in your account).

- c. **Online Banking Access Service Limitations.** The following limitations on Online Banking (Home Banking) transactions may apply in using the services listed above:

- i. **Transfers.** You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your

deposit or loan agreements. CCCU 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.

- ii. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
- iii. E-Mail. CCCU may not immediately receive e-mail communications that you send and 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 CCCU immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 6.
- iv. Bill Payment Payees. You may schedule Bill Payments for up to a maximum of forty-five (45) payees located in the United States. You may not use the Online Bill Pay service to make payments to federal, state or local governments or other categories of payees we so designate from time to time. When you transmit a Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your account. We will process Bill Payment requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number.
- v. Processing Bill Payments. The amount of your requested Bill Payment will be deducted from your account on the Scheduled Initiation Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment by midnight on the day before the Scheduled Initiation Date.

Bill Payments are delivered to the payee either electronically, which may take up to two (2) business days from the Scheduled Initiation 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 Scheduled Initiation Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least six (6) 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. In no event will we automatically resubmit a payment for you after funds become available.

The Credit Union will not process any 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 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.

- vi. Canceling or Changing Bill Payments. Payments designated as "Today" transactions cannot be stopped, canceled or changed once your Online Bill Pay session has ended. You may cancel or stop payment on Future and Recurring Bill Payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Online Bill Pay service, you may electronically edit or cancel your payment request through the Online Bill Pay service. Your cancellation or change request must be entered and transmitted through the Online Bill Pay service by midnight of the day before the Scheduled Initiation Date. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Online Bill Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. You may call the toll-free telephone number at 1-800-444-8115 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

- vii. Account Information Disclosure. We will disclose information to third parties about your Bill Payment transfers you make in the following circumstances:
  - (a) As necessary to complete transfers;
  - (b) To verify the existence of sufficient funds to cover specific transactions upon the authorized request of a third party;
  - (c) To comply with government agency or court orders; and
  - (d) If you give us your express permission.
- viii. P2P Service. P2P transfers are subject to the following limitations:
  - You may not initiate any one transfer in excess of \$3,500.00.
  - You may not initiate transfers totaling more than \$20,000.00 in any monthPayPal may, at its discretion, impose limits on the amount of money you can send through the P2P Payments service (in addition to any limits we set).
- ix. A2A Service. A2A transfers are subject to the following limitations:
  - Daily Transfer limit is \$3500.00

d. Mobile Banking Service Limitations and Conditions.

- i. Conditions of Use. You are fully responsible for understanding how to use the Mobile Banking Service before you actually do so and must use the Mobile Banking Service in accordance with any use or operational instructions posted on our website. You are also responsible for your use of your Wireless Device and the Mobile Banking Service software provided to you. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service, the software or your Wireless Device. You may experience technical or other difficulties related to the Mobile Banking Service that may result in loss of data, personalization settings or other Mobile Banking Service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking Service. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access the Mobile Banking Service. Financial information shown on the Mobile Banking Service reflects the most recent account information available through the Mobile Banking Service, and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- ii. Security Access. You agree not to give or make available your Mobile Banking Service Personal Identification Number (PIN) or other means to access your account to any unauthorized individuals. You are responsible for all transactions you make or authorize using Mobile Banking Service. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking Service, you are responsible

for any transactions they make or authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use the Mobile Banking Service without your consent, or has transferred money without your permission, you must notify us promptly.

- iii. Relationship to Other Agreements. You agree that when you use the Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or telephone provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Service. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading any software, receiving or sending Mobile Banking Service text messages, or other use of your Wireless Device when using the Mobile Banking Service.
- iv. Changes or Cancellation. You may cancel your participation in the Mobile Banking Service by calling us at the telephone number set forth in Section 6. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason, including but not limited to, your misuse or non-use of the Mobile Banking Service.
- v. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of an electronic funds transfer including an ATM/Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or ATM/Debit Card.

3. **Conditions of Account/Card Use.** The use of your Account and Card are subject to the following conditions:

- a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card or account number for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk or illegality or unlawfulness.
- b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Security of Access Code. The personal identification number or access code (Access code@) that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online Banking and Online Bill Pay services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

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

- d. Currency Conversion/Foreign Transaction Fee. 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 central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of up to 1% of the transaction amount for any card transaction made in a foreign country.

4. **Mobile/Online Deposit Capture Service Terms and Conditions.**

- a. Mobile/Online Capture Service. Mobile/Online Capture service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. You must designate a Credit Union savings, checking or loan account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Deposit Capture service. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.
- b. Your Responsibility for Deposit Capture Services.
  - i. Funds Availability. Funds from items deposited through a Deposit Capture service will be available on the day the item is cleared by the payor bank and CCCU has been given credit. There may be additional holds on deposited items as set forth in the CCCU's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit Capture service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by CCCU. Acknowledgment of receipt or delivery does not constitute an acknowledgment by CCCU that the transmission of a check or items does not contain errors or that funds will be available.
  - ii. Deposit Acceptance. You agree that CCCU may at any time, in its sole discretion, refuse to accept deposits of checks from you by a Deposit Capture service. You agree to endorse the check with a restrictive endorsement of "for mobile deposit only". In the event that a Deposit Capture service is interrupted or is otherwise unavailable, you may deposit checks in-person at a CCCU branch, via night drop, mail or any other contractually acceptable method.
  - iii. Responsibility for Scanning. You are solely responsible for scanning deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. CCCU shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.
  - iv. Deposit Requirements. You agree that you will only use a Deposit Capture service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through a Deposit Capture service will meet the image quality standards established in American National Standards Institute's standard X9.37.

- v. Check Retention & Destruction. You understand and agree that all deposit items belong to you and not to CCCU and that those items shall be handled in accordance with this agreement. After receipt by CCCU of any transmission by you of imaged items for deposit to your account, CCCU will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Remote Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentation for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Remote Deposit Capture service) and (ii) unauthorized use of information derived from the original checks. When you destroy and dispose of the original checks pursuant to the requirements of this agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)
- vi. Financial Responsibility. You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the service. CCCU shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for any consequences of any instructions you may give to CCCU, for your failure to access the service properly in a manner prescribed by CCCU, and for your failure to supply accurate input information.
- vii. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify CCCU of any errors within the time periods established in the Help File (exclusive of weekends and applicable holidays) after receipt of the applicable detail report from CCCU. If notified within such period, CCCU shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.
- c. Conditions & Limitations of Deposit Capture Service.
- i. Presentment Prohibitions. You shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (i) any Substitute Check that has already been presented for deposit via the Deposit Capture service or (ii) any original check, the Substitute Check of which has already been presented for deposit via the Deposit Capture service. In the event that the you or any third party presents, or attempts to present, a deposit in violation of this subsection, you agree to defend, indemnify, and hold CCCU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by CCCU from any other deposit accounts with CCCU in its sole discretion. You further acknowledge that you and not CCCU are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from CCCU's printing of any substitute check from those images.
- ii. Your Representations and Warranties. You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Deposit Capture transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all checks scanned through image transport are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold CCCU and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize CCCU to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.
- iii. Warranties & Disclaimer of Warranties. By using the Deposit Capture service you are converting an original check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. CCCU and its agents may, but shall have no obligation to, screen items or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold CCCU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.
- d. Credit Union's Obligations.
- i. Financial Data. We will transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by CCCU of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by CCCU from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care). We will retain any substitute checks we generate for seven (7) years.
- ii. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with CCCU, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if CCCU does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.
- e. Disclaimer of Warranties. You acknowledge that the service is provided on an "as is" and "as available" basis. The credit union is not responsible for any errors or omissions in or to any information resulting from your use of the service. The credit union makes no warranty and expressly disclaims all warranties, express or implied, regarding the service including implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, the credit union disclaims any warranties regarding the operation, performance or functionality of the service (including, without limitation, that the service will operate without interruption or be error free). You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and/or

telecommunication lines or circuits. You hereby assume all risks relating to the foregoing. By using the Deposit Capture service you are converting an original check to a substitute check. Therefore, you understand and agree that you are responsible, to the extent permitted by law, for all warranties and indemnifications set forth in Check 21 applying to any Reconverting Credit Union and Truncating Credit Union, as such terms are defined by Check 21, including, without limitation, the obligation to only convert an original check that allows for the creation of a substitute check that clearly and accurately represents the information on the front and back of the original check. CCCU and its agents may, but shall have no obligation to, screen items or Substitute Checks for legal compliance. You agree to defend, indemnify, and hold CCCU and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute checks.

5. **Security of Password.** The personal identification number or password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying CCCU 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 the security of these passwords and CCCU suffers a loss, we may terminate your electronic funds transfer and account services immediately.
6. **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 or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim.

You are responsible for all transfers you authorize using the Online Banking services under this agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your password and accessed your accounts without your authority. Telephoning CCCU as soon as possible is the best way of keeping your possible losses down.

Also, if your statement shows Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at (503) 232-8070 or 1 (800) 444-8115, e-mail: [mail@consolidatedccu.com](mailto:mail@consolidatedccu.com) or write to:

Consolidated Community Credit Union  
1033 NE 6<sup>th</sup> Ave  
Portland, OR 97232

7. **Special P2P Terms.** P2P payments powered by PayPal is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through the PayPal network. Sending money does not require you to have a PayPal Account.
- a. **PayPal's Relationship with You.** PayPal is a payment service provider. PayPal helps you make payments to third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as our agent with respect to the custody of your funds only. PayPal 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.
- "PayPal.com", "PayPal", and all logos, related to the service, are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the PayPal website, any content thereon, the services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of PayPal and its licensors.
- b. **Eligibility for P2P Payments.** You authorize the Credit Union and PayPal, 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.
- c. **Making Transfers.**
- i. **Transfers.** When an Online Banking P2P Payment is made, the funds are immediately transferred from your account for Transfer and are credited to PayPal to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able cancel the electronic Transfer.
- ii. **Refused and Refunded Transactions.** When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal 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 PayPal, 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.
8. **Special A2A Terms.** You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.
- a. **Authorization to Transfer Funds.** You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect

or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

- b. **Account Set-up and Verification.** The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.
- c. **Transfer Requirements and Conditions.** Your request for a transfer will be executed on the next Business Day so long as it is initiated by the cutoff time of 11:00 a.m. PST. If your request for a Standard transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

- d. **Modifying or Cancelling Pending Transfers.** Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.
- e. **Rejection of an A2A transfer Request.** The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.
- f. **Cancellations, Amendments or Recalls.** You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank

9. **Business Days.** Our business days are Monday through Friday. Holidays are not included.

10. **Fees and Charges.** Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule. In addition, you agree the following fees and charges may apply:

- a. **EFT Fees.** There are no Credit Union charges for electronic funds transfer services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule.
- b. **Bill Payment Fees.** The Online Bill Pay Service is free for all Checking Accounts except 2nd Chance Checking. For 2nd Chance Checking there is a \$6.95 fee. If you request us to stop payment on a Bill Payment that has been made by check, you will pay a fee of \$25.00. Stop payments can only be placed on Bill Payments made by check; they are not available for Bill Payments performed electronically. If you request a copy of a check that was remitted for a Bill Payment you initiated, you will pay a fee of \$20.00. From time to time, we may change this fee. We will notify you of any changes as required by law.
- c. **Mobile Banking Service Charges.** There are no service charges for use of the Mobile Banking service at this time. However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with the Mobile Banking service. In the future, we may add to or enhance the features of the Mobile Banking service and by using such added or enhanced features, you agree to pay any applicable fees.
- d. **ATM Surcharges.** You should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.
- e. **Overdraft Fees.** If you conduct an ATM or debit card transaction and you have provided an opt-in for the overdraft protection service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth in the Rate and Fee Schedule.

11. **Right to Receive Documentation Transfers.**

- a. **Periodic Statements.** Transfers and withdrawals transacted through an ATM, Online Banking, Bill Payment, or Mobile Banking transactions 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.
- b. **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

- c. Terminal Receipt. You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating VISA merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.
12. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or the transfers you make:
- As necessary to complete transfers;
  - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
  - To comply with government agency or court orders;
  - If you give us your express permission.
13. **Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your transaction losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, Online Bill Pay services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking and Online Bill Pay services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. 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 line of credit, if applicable.
  - If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and Bill Payment transactions.
  - If the card has expired or is damaged and cannot be used.
  - If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
  - If your computer fails or malfunctions or the Online Banking services was not properly working and such problem should have been apparent when you attempted such transaction.
  - If circumstances beyond our control (such as fire, flood, telecommunication outages, postal 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 the funds in your account are subject to an administrative hold, legal process or other claim.
  - If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
  - If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
  - 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 Credit Union.
  - If there are other exceptions as established by the Credit Union.
14. **Termination of Electronic Fund Transfer Services.** You agree that we may terminate this agreement and your electronic fund transfer services, if you or any authorized user of your password or card, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your card or password. You agree that we may terminate this agreement and your electronic fund transfer services if you, or any authorized user of your Online Banking services or password, breach this or any other agreement with us; if we have reason to believe that there has been an unauthorized use of your accounts or password; if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction; if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles.
- 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.
15. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, or as required by law. This means we will mail you notice or, if you have consented to electronic disclosures, we will send the notice to the Email address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
16. **Billing Errors.** In case of errors or questions about your Online Banking transactions, telephone us at one of our phone numbers or write us at the address set forth in Section 6, paragraph 4 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.
- Tell us your name and account number.
  - Describe the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
  - Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. However, if we need more time, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

17. **Enforcement.** You agree to be liable to CCCU for any liability, loss, or expense as provided in this agreement that CCCU incurs as a result of any dispute involving your accounts or services. You authorize CCCU to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of the state of Oregon 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 Oregon 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. Should any one or more provisions of this agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall 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.
18. **ATM Safety Notice.** The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.
  - a. Be aware of your surroundings, particularly at night.
  - b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
  - c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
  - d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
  - e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
  - f. If you are followed after making a transaction, go to the nearest public area where people are located.
  - g. Do not write your personal identification number or code on your ATM card.
  - h. Report all crimes to law enforcement officials immediately.

**PRIVACY POLICY**

**Rev. 12/2010**

FACTS	WHAT DOES CONSOLIDATED COMMUNITY 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?	<p>The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ Account balances and transaction history</li> <li>■ Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our member, we will not share your information except as permitted or required by law as described in this notice.</p>	
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 Consolidated Community Credit Union chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Consolidated Community Credit Union share?	Can you limit this sharing?
For our everyday business purposes—	Yes	No

such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (503) 232-8070 or toll-free at (800) 444-8115, go to <a href="http://www.consolidatedccu.com">www.consolidatedccu.com</a> or send us an e-mail at <a href="mailto:cccumail@consolidatedccu.com">cccumail@consolidatedccu.com</a> , or write to us at: Consolidated Community Credit Union, 1033 NE 6 <sup>th</sup> Ave. Portland, OR 97232.	

What we do	
<b>How does Consolidated Community Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
<b>How does Consolidated Community Credit Union collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ apply for any credit union service</li> <li>■ visit our website, provide us information on any online application or transaction, or send us information by email.</li> <li>■ use your credit or debit card or pay your bills</li> <li>■ make deposits to or withdrawals from your accounts</li> </ul> We also collect your personal information from others, including credit bureaus or other companies.
<b>Why can't I limit all sharing?</b>	Federal law only gives you the right to limit information sharing as follows: <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> However, we do not have any affiliates with whom we share any information. State laws and individual companies may give you additional rights to limit sharing.

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Consolidated Community Credit Union has no affiliates.</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Consolidated Community Credit Union does not share with non-affiliates so they can market to you, except under our joint marketing arrangements.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between Consolidated Community Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include financial service providers, investment service providers, and insurance companies.</i></li> </ul>