

# membership

## ACCOUNT AGREEMENT



MEMBERSHIP & ACCOUNTS  
FUNDS AVAILABILITY POLICY  
ELECTRONIC FUNDS TRANSFERS  
PRIVACY POLICY



## Table of Contents

### MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility
2. Individual Accounts
3. Joint Accounts
4. POD Beneficiaries
5. Accounts for Minors
6. Accounts for Living Trusts
7. Accounts of Businesses and Organizations
8. Deposit Requirements
9. Account Access
10. Account Rates and Fees
11. Transaction Limitations
12. Overdrafts
13. Postdated and Stale-Dated Items
14. Stop Payment Orders
15. Lost Items
16. Credit Union's Liability for Errors
17. Credit Union Lien and Security Interest
18. Legal Process
19. Account Information
20. Notices
21. Taxpayer Identification Numbers (TIN) and Backup Withholding
22. Statements
23. Dormant and Abandoned Accounts
24. Death of Account Owner
25. Termination of Account
26. Termination of Membership
27. Special Account Instructions
28. Severability
29. Enforcement
30. Governing Law

### FUNDS AVAILABILITY POLICY

1. General Policy
2. Reservation of Right to Hold
3. Holds on Other Funds
4. Longer Delays May Apply
5. Special Rules for New Accounts
6. Deposits at Automated Teller Machines
7. Foreign Checks
8. Collection Items

### ELECTRONIC FUNDS TRANSFERS

1. Services
2. Service Limitations
3. Conditions of Account/Card Use
4. Mobile/Online Deposit Capture Service Terms & Conditions
5. Security of Password
6. Member Liability
7. Special P2P Terms
8. Special A2A Terms
9. Preauthorized Transfers
10. Business Days
11. Fees and Charges
12. Right to Receive Documentation of Transfers
13. Account Information Disclosure
14. Credit Union Liability for Failure to Make Transfers
15. Termination of Electronic Fund Transfer Services
16. Notices
17. Billing Errors
18. Enforcement
19. ATM Safety Notice

### PRIVACY POLICY

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

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Account Card or Account Change Card ("Account Card"). The words "we," "us," and "our" mean the Consolidated Community Credit Union ("Credit Union"). The word "account" means any one or more share accounts you have with the Credit Union. Consolidated Community Credit Union, CCCU and CCCU Cascade are all trade names of Consolidated Federal Credit Union. Although these branches have different names, they are all part of the same credit union and shares held at each office are not separately insured.

The classification and form of ownership of your accounts are designated on your Account Card. Please be aware that periodic statements may not show all account owners or POD beneficiaries. You may contact us at any time to verify ownership, POD beneficiaries, or other special arrangements on any account. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. By signing the Account Card or completing and transmitting an Online Account Card or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**MEMBERSHIP AND ACCOUNTS**

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 one share (the Membership Share Account) as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see and copy your driver's license or other identifying documents.

2. **Individual Accounts.** An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death ("POD") beneficiary, if applicable.
3. **Joint Accounts.** An account owned by two or more persons is a joint account.
  - i. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.
  - ii. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
  - iii. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefitted from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.
4. **POD Beneficiaries.** A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.
5. **Accounts for Minors.**

- i. For any account established by or for a minor, the minor account owner must have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless the guardian is a joint account owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless we have an updated Account Card.
  - ii. We do not knowingly market to children online, and we do not knowingly solicit to or collect data from children under 13 without express parental consent or notification. We recognize that protecting children's identities and their online privacy is important. If you believe your child has provided personally identifiable information to us, please call member services at 503-232-8070 so we can allow you the opportunity to review the information and request we delete it.
  - iii. Uniform Transfer to Minor Accounts. A Uniform Transfer to Minor Account (UTMA) is an individual account established in accordance with State law by a member as a custodian on behalf of a minor (a person under twenty-one (21) years of age.) The custodian shall open the account in the name of the minor, include the minor's tax identification number, and must sign his or her own name on the Trust Account card. The custodian must hold and use the funds in accordance with applicable law, but we will not be responsible for verifying the use or disposition of any funds in such an account. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.
6. **Accounts for Living Trusts.** An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or an Account Change form is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.
7. **Accounts of Businesses and Organizations.** Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. 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 business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing. For complete information, please refer to CCCU Business Account Agreement. By signing the Account Card a business or organization account owner certifies that it does not engage in internet gambling business, and will notify the Credit Union before engaging in any internet gambling business.
8. **Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate of Deposit Receipt for each account, which is incorporated herein by this reference.

You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. 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.

- i. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 12 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.
  - ii. 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.
  - iii. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If an item or ACH transfer is converted to or from a foreign currency,

you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

- iv. 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.
- v. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- vi. Crediting of Deposits. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next
- vii. . Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.
- viii. Returned Items. If a check or other item you deposit or we cash is returned to us for any reason, we will charge your account for the amount of the item and for any interest you may have earned on it. We reserve the right to reclear items at our discretion. We also charge you a deposited item returned fee for each returned item and notify you that the item was returned. This fee will vary for domestic and foreign items. For each returned item in a foreign currency, we charge you account the U. S. dollar equivalent of the item. We calculate the U. S. dollar equivalent using our applicable exchange rate that is in effect when we process the returned item.

## 9. Account Access.

- i. Authorized Signature. In order to access any account, the Credit Union must have an original authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- ii. 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, Online Bill Pay, debit card, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.
- iii. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. If an item or ACH transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cutoff times may apply to the receipt, execution and processing of funds transfer, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law, and this action may affect settlement or availability of the transaction. 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 may require an authorization to be signed in person or a Wire Transfer Agreement to be on file. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. The Credit Union reserves the right to confirm or verify information on all wire requests prior to sending the wire. Once the Credit Union has sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate transfer instructions, written or oral, the Credit Union will not be responsible for any resulting wire transfer losses, delays or failed transactions. If a wire transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. International (non-USA destination) wires transfers, once transmitted outside the United States, are no longer under the jurisdiction of USA banking

laws. Accordingly, the Credit Union cannot assume liability or guarantee the timeliness or receipt by the foreign institution. You agree that all wires you initiate or receive will not violate the laws of the United States. 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.

- iv. 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.
  - v. Electronic Check Transactions.
  - vi. **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 III. 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.
  - vii. **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 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.
  - viii. **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.
10. **Account Rates and Fees**. 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 Share Certificate Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.
11. **Transaction Limitations**.
- i. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the 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.
  - ii. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days, as required by law, before such withdrawal).
12. **Overdrafts**.
- i. Determination of Available Balance: Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.
  - ii. Order in Which Items Are Paid: Insufficient balances may result from (1) Checks; (2) Automated Clearing House (ACH) debits such as online bill payment transactions; (3) Payments authorized by account holder or other withdrawal requests; (4) Items deposited by the account holder and returned unpaid by the paying institution; and (4) Imposition of service charges. In general, we pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed random order. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the



operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

17. **Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness *without further notice* to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.
18. **Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.
19. **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.
20. **Notices.**
  - i. **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union reserves the right to require notices of a change in address and any other notice from you to the Credit Union be provided in writing. The Credit Union may impose a service fee for bad address accounts, as set forth on the Rate and Fee Schedule. You authorize the Credit Union to update your account records with any notification of change of address issued by the US Postal Service
  - ii. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced by a signed Account Card which, upon execution, will be incorporated herein by this reference. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
  - iii. **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.
21. **Taxpayer Identification Numbers (TIN) and Backup Withholding.** You are required to provide the Credit Union with the correct Taxpayer Identification Number or complete a W8BEN Form as required for non-resident aliens. If you are a non-resident alien you must also notify the Credit Union of your Tax Status each year. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN/SSN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN/SSN is provided.
22. **Statements.**
  - i. **Contents.** If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. A fee may be charged for this request as outlined in the Rate and Fee schedule. You understand statements and checks are made available to you on the date the statement is mailed to you.
  - ii. **Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.
  - iii. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your



account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

23. **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.
24. **Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other 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 your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.
25. **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 by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.
26. **Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.
27. **Special Account Instructions.** You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.
28. **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.
29. **Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.
30. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

#### FUNDS AVAILABILITY POLICY

1. **General Policy.** For Savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For Checking accounts, our policy is to make funds from your deposits available to you on the same business day that we receive your deposit, subject to the limitations set forth below. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay 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.

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 same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
  - a. We believe a check you deposit will not be paid.
  - b. You deposit checks totaling more than \$5,525 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 Automated Teller Machines.** Funds from any deposits cash or checks made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.
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. If a Collection Item is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. 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 Account Card, completing and transmitting an Online Account Card or service request or signing or using any electronic funds transfer (EFT) service, you agree to the following terms governing your and our rights and responsibilities concerning the 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, Online Bill Pay 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 Account Access (CU Online Access Services). Upon approval, you may use your personal computer to access your accounts. You must use your Username code along with your security Access Code 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 services is [www.consolidatedccu.com](http://www.consolidatedccu.com). You are responsible for the installation, maintenance and operation of your computer. The Credit Union 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:
- Transfer funds between your Savings and Checking.
  - Make deposits to your savings or checking accounts using the online deposit service.
  - Review account balance, transaction history, and tax information for your Savings, Checking, and Loan accounts.
  - Transfer funds to accounts of other members you authorize for any of your accounts.
  - Review information on your Loan accounts including payoff amounts, due dates, finance charges, interest rate, and balance information.
  - Review past statements of yours.
  - Make bill payments from your Checking account.
  - Request that a withdrawal from any Savings, Checking, or Loan account be mailed to you in check form.
  - Communicate with the Credit Union using the electronic mail (Email) feature.
  - Initiate person to person (P2P) payments through PayPal using our P2P service.
  - 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.

**Authorized 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.

- e. 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 6 Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

- 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 your 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 our 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.

## 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 \$500 (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 are solely responsible for any disputes you may have with merchandise or services received using the VISA Check Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price or warranty of goods or services by a merchant. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

We deduct the amount of your transaction, including any charges imposed by the merchant or financial institution, from the deposit account you've designated for this service. We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, electronic or other means, or on the day we receive notice of the transaction, whichever is earlier, even though the transaction may not be actually posted to your account until a later date. When you use your VISA Check (Debit) Card for a VISA transaction, if the merchant requests preauthorization for this transaction, we will place a three (3) business day hold on your account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant's request). If on the business day the transaction posts to your account, the three (3) business day hold has not expired, both the amount of the hold and the amount of the transaction reduce the balance available in your account. 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 Account Access.

- 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 Services.** You authorize us to process Bill Payments from your designated eligible account(s). We may change the types of accounts that are eligible as bill payment accounts. If we permit designation of accounts other than checking accounts as bill payment accounts, then bill payment transactions will count toward the monthly pre-authorized transaction limit on such accounts (as disclosed in your Truth in Savings Disclosures). The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your Payee.
- i. Same Day Transactions are payments you designate to be paid on the current date. "Same Day" Bill Payments will be deducted from your account following designated cut off times noted below.
  - ii. "Future" transactions are payments you designate to be paid at a future date. The transaction will be processed on the scheduled date or the next if the scheduled date falls on a weekend or holiday. "Future" transactions may be canceled or changed through the Bill Pay service up until the designated cut-off times notes below.
  - iii. "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 the payments. "Recurring" transactions will be deducted from your account on the scheduled date. "Recurring" transactions may be canceled or changed through the Bill Pay service up until the cut-off times noted below. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. **NOTE:** If your frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date. The calculated processing date, then the last calendar day of that month is used as the calculated processing date.
- v. **Processing Times.** Payments will be processed on the business day (generally Monday through Friday, except certain holidays that you designate as the payment's processing date, provided the payment is submitted prior to the two daily cut-off times of approximately 5:00 am and 12:00 pm Pacific Standard Time.

A payment submitted after the cut-off times on the designated process date will be processed at the next designated cut-off time, which may be the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

- vi. **Bill Pay Dollar Limit.** There is a dollar limit on any one Bill Payment of \$9999.00 or the available balance in your designated account, whichever is less. Transfers to and from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.
- vii. **Person to Person Transfer (P2P) and Account to Account (A2A) Transfer.** The pay a person payments is a service that allows users to send money via bill pay to others through and email, direct deposit or check. The Credit Union will, at its sole discretion, authorize the use of P2P and A2A and may at its sole discretion disallow the use of P2P and A2A payments from any Credit Union Member. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic transfer. P2P and A2A transfers are subject to the following limitations:

\*You may not initiate any one transfer in excess of \$3500.00

\*You may not initiate transfers totaling more than \$3500.00 in any day.

\*You may not initiate transfers totaling more than \$20,000.00 in any month

The Credit Union may, at its discretion, impose smaller limits on the amount of money you can send through P2P and A2A service. 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, drug trafficking, 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 we are notified of such a situation.

- iv. **Authorization to Transfer Funds.** You represent 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 not 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 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 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 to not request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

- v. **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'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 on 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.
- viii. **Bill Payment Payees.** You may pay any "Payee within the United States (including U.S. territories and APO's/AEO's). The Credit Union reserves the right to refuse the designation of a "Payee" for any reason. The Credit Union is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information. When you transmit a Bill Pay instruction to us, you authorize us to transfer 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.
- ix. **Processing Bill Payments.** The amount of your requested Bill Payment will be deducted from your account on the Scheduled Payment 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 Payment 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.

- x. **Canceling or Changing Bill Payments.** A bill payment can be changed or cancelled any time prior to the cut-off time on the scheduled processing date. Payments scheduled on the same day cannot be stopped, canceled or changed after the designated cut-off times. 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.

- xi. **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 month
- PayPal 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).
- xii. **A2A Service.** A2A transfers are subject to the following limitations:
- Daily Transfer limit is \$3500.00
- xiii. **Authorized 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 to 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 instructions provided.
- e. **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



- 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 indorsement 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 presentment 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 the 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.

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.

d. 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 Reverting 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 EFTs you authorize using services under this agreement. If you permit other persons to use your user name and password, Card information, Card and PIN, or other access device, 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 any access device without your consent or if you believe that an EFT has been made without your permission. Telephoning CCCU as soon as possible is the best way of keeping your possible losses down. For Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses, provided you were not negligent or fraudulent in handling the Card and you provide us with a written statement regarding your unauthorized Card claim. Otherwise the following liability limits will apply. If you tell us within two (2) business days after you learn of the loss or theft of your Card, login credentials, or other access device, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your 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 your 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 may 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. **Preauthorized Transfers.**

- a. **Stop Payment Rights.** If you have arranged in advance to allow a third party to make regular EFTs from the account(s) with us for money you owe them, you may stop payment of these preauthorized transfers from the account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal notification at the address shown on your statements. If we do not receive the written confirmation, the verbal stop payment order will cease to be binding fourteen (14) days after it has been made.
- b. **Notice of Varying Amounts.** If regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.
- c. **Liability for Failures on Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

#### 11. **Fees and Charges.** Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule. 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. **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.
- c. **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.

- d. **Overdraft Fees.** If you conduct an ATM or debit card transaction 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.
12. **Right to Receive Documentation of Transfers.**
- a. **Periodic Statements.** Transfers and withdrawals transacted through an ATM, system, banking 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.
13. **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:
- a. As necessary to complete transfers;
  - b. 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;
  - c. To comply with government agency or court orders;
  - d. If you give us your express permission.
14. **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. We or the service providers shall not 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. CCCU will not be liable for the following:
- a. 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.
  - b. 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.
  - c. If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
  - d. If circumstances beyond your control (such as fire, flood, telecommunication outages or strikes, or equipment or power failure) prevent making the transaction.
  - e. If the funds in your account are subject to an administrative hold, legal process or other claim.
  - f. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
  - g. 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.
  - h. If the error was caused by a system beyond CCCU's control such as a telecommunications system or Internet service provider, any computer virus, or problems related to software not provided by the Credit Union.
  - i. If the Card has expired or is damaged and cannot be used.
  - j. 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.
  - k. 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.
  - l. If there are other exceptions as established by the Credit Union.
15. **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 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.

16. **Notices.** CCCU reserves the right to change the terms and conditions upon which this service is offered. CCCU will mail notice to you at least twenty-one (21) days before the effective date of any change, or as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.
17. **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 above, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.
  - a. Tell us your name and account number.
  - b. 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.
  - c. 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 determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 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 10 business days, we may not credit your account.

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

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

18. **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.
19. **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**

<b>FACTS</b>	<b>WHAT DOES CONSOLIDATED COMMUNITY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>
--------------	---

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

<b>What?</b>	<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>
--------------	--

<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons 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?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	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>	<p>We collect your personal information, for example, when you</p> <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>■ you visit our website, provide us information on any online application or transaction, or information you send to us 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> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>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.</p>

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>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Consolidated Community Credit Union does not share with nonaffiliates 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>