



**MEMBERSHIP**

**AND**

**ACCOUNT**

**AGREEMENT**

**503.239.5336**

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**[www.OregoniansCU.com](http://www.OregoniansCU.com)**



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# MEMBERSHIP AND ACCOUNT AGREEMENT

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### **IV. PRIVACY POLICY**

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### **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 will also ask to see your driver's license or other identifying documents and we will retain a copy in your file.

If you are an existing member who joined Oregonians Credit Union before the U.S.A. Patriot Act rules became effective, we may also need to verify and retain copies of any documents used to verify your identity when you request a new deposit account, apply for a loan, or are added as a signatory to a new or existing deposit or loan account.

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 Membership Application or Subsequent Account Action Card (“Membership Application”). The words “we,” “us,” and “our” mean the Oregonians Credit Union\* (“Credit Union”). The word “account” means any one or more share or deposit accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Membership Application. You may designate ownership of each of your accounts on the respective account applications.

By signing the Membership Application that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Privacy Policy, Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Schedule of Rates/Fees) accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You must maintain a share account to be eligible for any accounts or services of the Credit Union. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time. You understand that members must qualify for additional accounts and services and that not all members qualify. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary designation may be invalidated upon the Credit Union’s receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

## I. 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 accounts and services we may offer. All joint owners who are the spouse of the primary member are in fact members of the Credit Union with full membership rights.

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. Two members can designate each of their membership shares to be held in one account with joint ownership (a joint membership account).

**a. 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 Membership Application. 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. A surviving owner’s interest is subject to the Credit Union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

**b. 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 (except youth accounts), 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.

**c. Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may

enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

**4. POD/Revocable Trust Beneficiaries.** A Payable on Death (POD) or Revocable Trust 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 Membership Application. 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.** All accounts which are established in the name of a minor, require a parental or guardian joint 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 Membership Application. In the absence of such provision to prohibit access, the Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or 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 eighteen (18), unless authorized in writing by all account owners.

**6. Accounts for Youths.** Youth Accounts are special accounts and must be established by a parent or guardian and may include a special provision to prohibit direct access by the youth. The account is accessed by the joint owner only. In the absence of such provision to prohibit access, the Credit Union may make payments of funds directly to the youth without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or 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 youth or joint account owner. The youth account owner's tax identification number must be shown on the account. The Credit Union shall not change the account status when the youth reaches age eighteen (18), unless authorized in writing by an account owner other than the Youth. All other provisions for accounts for minors apply to youth accounts.

**7. Accounts for Living Trusts.** An account for 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). The trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or a Membership Application 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 the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

**8. Authorized Signer (Limited Agent).** An owner may designate a person (or persons) to be an authorized signer (a limited agent) on accounts, products and services. An authorized signer only has the right to conduct transactions on the accounts, and has no ownership or survivorship rights in the accounts. Further, an authorized signer cannot open or terminate an account, product or service. If you have designated an authorized signer it is your responsibility to monitor the authorized signer's transactions on your accounts. You agree we have no duty to monitor, inquire about or notify you of any transaction conducted by your authorized signer, or to assure that any transaction is for your benefit. An authorized signer's authority to conduct transactions will continue until we receive notice that you have terminated the authorized signer's authority we have a reasonable opportunity to act on that notice. Any owner may remove an authorized signer from accounts. An authorized signer may remove him or herself from accounts, and we have no duty to notify an owner of the removal.

**9. Accounts of Businesses and Organizations.** Accounts held in the name of a business or association member are subject to the terms set forth in the Business Membership and Account Agreement. 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.

**10. Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Schedule of Rates/Fees. We reserve the right to refuse to accept any check or other item for deposit at any time for any reason. 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 Share Certificate Schedule of Rates/Fees, 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.

**a. Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether 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. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1.5 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

**b. Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at any non-staffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

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

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

**e. Crediting of Deposits.** Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at un-staffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Deposits will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

## **11. Account Access.**

**a. Authorized Signature.** In order to access any account, the Credit Union must have an authorized

signature of yours on a Membership Application. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

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

**c. 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 acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the rules of the National Automated Clearing House Association. All entries shall be credited to or debited from your account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You shall bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

**d. Private Check Payee Service (Bill Payer).** You may use the Credit Union's Private Check Payee Service (Bill Payer) in conjunction with online banking to pay bills or send payments to any third party located in the United States designated by you. Your online banking password will allow you to add/delete Bill Payer payees. A separate identification number or code will be assigned to each party to whom you designate. It is your responsibility to maintain and safeguard your password or number.

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

**f. Electronic Check Transactions.** 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 IV. 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.

**g. Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original payer 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 IV. 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 you 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 that amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow

the procedure 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.

**h. Suspension of Access.** If you are in breach of this agreement or any other service or loan agreement with the Credit Union or we suspect fraudulent activity on your account, we may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online and mobile banking services. Such restrictions may continue until you cure any breach or any fraud condition is resolved.

**12. 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 Schedule of Rates/Fees, 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 and those fees and charges may be deducted from any of your accounts. A current Schedule of Rates/Fees has been provided to you separately. You agree the Credit Union may change the Schedule of Rates/Fees from time to time and you will be notified of such changes as required by law.

**13. Transaction Limitations.**

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

For club accounts, a withdrawal before scheduled club payout will result in account closure. Withdrawals from Money Market accounts must be in an amount of at least \$250.00 and made by the following means:

1. Only by share draft blanks and withdrawal requests that are approved by the credit union.
2. Through electronic means such as online banking and the automated telephone teller system.

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

**14. Overdrafts.**

**a. Order in Which Items Are Paid.** In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by the owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high order.

**b. Determination of Available Balance to Pay Items.** Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay checks, ACHs,



and other items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

**c. Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, ATM/Check card transactions, ACH transactions, and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's return deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Schedule of Rates/Fees. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a check that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

**d. Overdraft Protection Plan.** Unless you notify us, we will provide an overdraft protection plan for you. We will honor checks drawn on insufficient funds in any checking account by transferring the necessary funds from a deposit account or overdraft line of credit to your checking account. We will transfer funds to your overdrawn account from accounts in the order you specify on your membership card. The fee for overdraft transfers is set forth on the Schedule of Rates/Fees. Transfers from a deposit account will be governed by this Agreement. Transfers from your line of credit account will be governed by the applicable loan agreement.

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

**16. Stop Payment Orders.**

**a. Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. The Credit Union may require a signature to finalize the stop payment request. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

**b. Duration of Order.** You may make an oral stop payment request via phone which will lapse within (14) calendar days unless continued in writing within that time. For a check, a written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The

Credit Union is not obligated to notify you when a stop payment order expires.

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

**17. Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

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

**19. Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness, including any costs or attorney fees incurred by the Credit Union in enforcing its rights. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

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

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

**22. Notices.**

**a. Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will change addresses by U.S. Postal Service notification of change of address and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Schedule of Rates/Fees.

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

notify you electronically as permitted by applicable law. Changes in account ownership such as adding or removing a joint account owner must be evidenced by a signed Membership Application 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.

**c. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. The Credit Union's notice to any one account owner is considered notice to all owners of the account. You may use E-mail to send messages to us. E-mail may not, however, be used to initiate transactions on your account. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

**23. Taxpayer Identification Numbers (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of 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, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

#### **24. Statements.**

**a. Contents.** If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. Account statements may not show all owners, beneficiaries or other parties. 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. Additional statement copies may be obtained for a fee as allowed by applicable law and set forth on the Schedule of Rates/Fees.

**b. Examination.** You are responsible for examining the information in each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized or unsigned item drawn on your account if (a) 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 (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

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

**d. Electronic Statements.** If your statement is provided electronically, statements will be electronically mailed to you as an attachment, or you will be provided with information regarding the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address you provide. It is your responsibility to provide a current and correct e-mail address to the credit union. You are also responsible to keep us updated on e-mail address changes. If you have requested electronic statements, you agree that the statement is considered to be delivered to you on the day that it is made available electronically.

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

**25. Dormant and Abandoned Accounts.** If you have a share account that you have not made a withdrawal from, deposit to, or transfer for more than eighteen (18) months, or a Checking Account that you have not made a written check on, made a withdrawal or transfer for more than six (6) months 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 Schedule of Rates/Fees. Thereafter, dividends will be paid on the account unless 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. Inactive or Dormant checking accounts will continue to incur the monthly maintenance fee, if applicable, until closed by the member or Credit Union. You authorize us to transfer funds from an available share or Money Market 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. The Credit Union reserves the right to close Inactive or Dormant accounts at its discretion.

**26. 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 the 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.

**27. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts; or (g) an account is Inactive or Dormant, or (h) your activities cause the Credit Union to incur a loss or charge-off. 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 or debit after termination, you agree to reimburse the Credit Union for payment. However, if you have an outstanding loan you must maintain a share account with the minimum Member Share Balance. If you have an open line of credit, you must maintain a corresponding share draft (checking) account.

**28. 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.

**29. 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. 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 or adding or removing a joint owner, must be evidenced by a signed Membership Application 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.

**30. 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.

**31. 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, and

any other collection agency costs, if applicable including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

**32. 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.

## II. FUNDS AVAILABILITY POLICY

The following funds availability policy applies to your checking or money market accounts. Deposits to other accounts may be subject to longer holds, in our sole discretion. For share savings accounts, certificates, or IRA accounts, we reserve the right to delay or limit the availability of deposit funds to the extent permitted by law. If a withdrawal of deposited funds is delayed, the deposit earns interest/dividends, on your interest/dividend bearing accounts, from the date of deposit, even though the funds are not available for withdrawal until the institution it was drawn upon has paid the item or the delay expires. If an item is returned unpaid, any interest/dividend accrued or paid may be adjusted. We will notify you if we delay the availability of any item(s). The Credit Union may require you to deposit a particular check or other item into a share or savings account subject to an extended hold, rather than permitting you to deposit the item into a checking account.

**1. General Policy.** Our policy is to make funds from your deposits available to you on the business day that we receive your deposit. 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 or debits you have initiated. 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 2:00 p.m. at an ATM or before 5:00 p.m. at a Credit Union office on a business day that we are open, we will consider that day to be the day of your deposit. Funds from any deposits (cash or check) made at ATMs we do not own or operate generally will not be available until the fifth (5th) business day after the day of your deposit. In some cases, your funds from these deposits may be available earlier. All ATMs that we own or operate will be identified as our machines. However, if you make a deposit after our cutoff hours 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 (2nd) business day after the day of your deposit. However, the first \$200.00 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 \$5,000 on any one day.
- C. You deposit a check that has been returned unpaid.
- D. You have overdrawn your account repeatedly in the last six months.
- E. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh(7th) 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first (1st) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2nd) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

### III. ELECTRONIC FUNDS TRANSFERS

By signing the Membership Application, signing or using the ATM/check card, or completing and transmitting an account authorization for electronic funds transfer services, including online banking services, 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"), automated telephone teller, online banking and check card purchase transactions involving your deposit accounts at the Credit Union. Not all members will qualify for all services.

Due to processing procedures, systems transmission delays and check processing and posting times ("float"), balances shown on ATM receipts, automated telephone teller and online banking may not be up to the minute. It is up to individual account holders to keep track of all transactions and maintain an accurate log to ensure sufficient funds are on deposit to cover all transactions.

#### 1. Services.

**a. Visa Check (Debit) Card/ATM Usage.** You may use your Card and Personal Identification Number ("PIN") in automated teller machines as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your checking account (only at certain ATMs).
- Withdraw cash from your checking account or savings account.
- Other transactions as offered and permitted in the future.

**b. Visa Check (Debit) Card/Point of Sale (POS).** You may use your Visa check (debit) card to make purchases of goods and services from participating merchants accepting Visa and Visa Check Cards. Your Card purchases will be deducted from your checking account. You agree to pay a fee any time your Card is retained by a merchant as set forth in the Fees and Charges. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant any overdraft protection plan or may terminate all services under the Agreement. You may not use your Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe may be illegal or unlawful.

**c. 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.

**d. Automated Telephone Teller.** If we approve the automated telephone teller access service for your accounts a separate four (4) digit personal identification number (PIN) also known as password, will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the automated telephone teller service to:

- Obtain balance information on your accounts at the Credit Union, including statements and check copies which will be mailed to you the next business day at the address on your account.
- Transfer funds between your savings and checking accounts.
- Withdraw funds from your savings, checking, or in-house line of credit made payable to you and mailed to you at your mailing address.
- Transfer funds from your savings or checking account to a loan account of yours.
- Other transactions as offered and permitted in the future.

**e. Online Banking.** If we approve your application for online banking, you may use your personal computer to access your accounts. You must use your access code along with your account number to access your accounts. Online banking is accessible seven (7) days a week, 24 hours a day through the Credit Union's website, except for during scheduled maintenance or unexpected downtime. You will need a personal computer and access to the Internet. 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 online banking to:

- Obtain balance information on your accounts at the Credit Union including statements and check copies, which will be mailed to you the next business day at the address on your account.
- Transfer funds between your savings and checking accounts.
- Withdraw funds from your savings, checking, or in-house line of credit accounts by check, made payable to you and mailed to you at your mailing address.
- Transfer funds from your savings or checking account to a loan account of yours.
- Place a stop payment order on any check withdrawn from your checking account.
- Utilize Bill Payer services.
- Other transactions as offered and permitted in the future.
- Communicate with the Credit Union using the electronic mail link (email) feature.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

**f. Bill Payer Services.** You must have an open Oregonians Credit Union checking account in good standing and have access to Credit Union online banking service to use bill payer services. Termination of online banking services will terminate bill payer services. There are no monthly fees for using Credit Union bill pay regardless of the number of monthly payments. We have contracted with a third party vendor to provide the Bill Payer Services and you authorize us to utilize any bill payer vendor we designate to provide the Bill Payer Services to you on our behalf. You may request the Bill Payer Services by signing a request form in our office; sending us a request by email from an email address that we have on record for you; or via online banking. Your utilization of the Service binds you to the terms of this Agreement. We reserve the right to verify your identity via direct contact or by other means.

**Setting up Payees/Payments:** If you want to add a new payee, use "Payments/Add a Payee" on the system or speak to a service representative. You may add a new fixed payment to a payee, only if the payee is on your authorized list of payees, and by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service. Credit Union reserves the right to refuse the designation of a payee for any reason. Each payee accepted by Credit Union will be assigned a payee code. You may pay almost any payee you wish. There are several restrictions: 1) The merchant must be located in the United States; 2) Payments may not be remitted to tax authorities or government and collection agencies; 3) Payments may not be remitted to security companies such as Ameritrade for stock purchases or trade taxing authorities and 4) Court directed payments are unauthorized (alimony, child support, or other legal debts), 5) payments related to gambling are not authorized. Credit Union is not responsible if a bill payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a payee or if you attempt to pay a payee that is not on your authorized payee list.

**Single Payments:** A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payments process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by Credit Union is currently 2:00 pm Eastern Time (11:00 am Pacific Time). We reserve the right to change the cut-off time. You will receive notice if it changes. If the payment date you select is not on a business day, it will be deemed to be the first business day after the date indicated.

**Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based up the following rules:

\*If the recurring payment's "pay backward" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.

\*If the recurring payment's "pay backward" option is not selected (or if the "pay backward" option is not available), the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

**Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular

day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

You must allow at least five (5) business days, prior to the due date, for each bill payment to reach the payee. (For mid-west subscribers, allow seven (7) days and for west coast subscribers allow eight (8) days.) Any bill payment can be changed or canceled, provided you access the bill pay service prior to the cut-off time on the business day prior to the business day the bill payment is going to be initiated.

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to Credit Union. Credit Union reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and Credit Union has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Credit Union, at its option, may charge any of your accounts with the Credit Union to cover such payment obligations.

**Failed Payments.** In the event we are unable to process a Services transaction, (if, for example, there are insufficient funds in Your designated Accounts) the transaction will result in a "Failed Payment". In the event of Failed Payments, we reserve the right to suspend your subscription to the Services. This suspension may be without prior notice to you. If your subscription is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Accounting and all inquiries and correspondence relating thereto including requests for reinstatement should be directed to Accounting. In the event your subscription is suspended, we will notify you by mail to your listed address. With respect to any Failed Payment, you agree to reimburse us (if we have not already taken funds from another Credit Union Account you own) within three (3) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you. Transfers from other accounts by Credit Union could affect pending transactions in those accounts. Credit Union is not liable for any damages due to those failed transactions due to our need to transfer funds to recover overdrawn funds.

**Limitation of Liability.** Under no circumstances will We be liable if We are unable to complete any payments and/or transfers initiated in a timely manner via the Services because of the existence of any one or more of the following circumstances:

1. You do not obtain Confirmation at the time you initiate a payment and/or transfer.
2. Your designated account does not contain sufficient funds to complete the payment.
3. You have closed the designated account.
4. We have identified you as a credit risk and have chosen to (a) make all payments and/or transfers initiated by you via the Services utilizing a paper, as opposed to electronic, method, or (b) to terminate your subscription to the Services, or (c) to close your account.
5. The Services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction. (Problems or incompatibility with our systems due to your equipment or your software are your sole responsibility).
6. You have not provided us with the correct information for those merchants to whom you wish to direct payment or accounts to which you wish to make a transfer.
7. The merchant mishandles or delays handling payments sent by us.
8. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside source) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
9. We are not responsible for any other loss, damage or injury, whether caused by your equipment or software, the Services, or any technical or editorial errors contained in or omissions from any user guide/brochure related to the Services. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way out of the installation, use or maintenance of your equipment, software or the Services, except where the law requires a different standard.

**Preauthorized Transfers.** You may make direct transfer withdrawals from your account to a particular person or company with whom you have arranged to make periodic transfers. Transfers will be deducted from your account, subject to available funds.

**g. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("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. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds



transfer services will apply to electronic check transactions, except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

## **2. Service Limitations.**

### **a. Check Card/ATM Usage**

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 Schedule of Rates/Fees, based on number of transactions and dollar amount of transactions. You may withdraw between \$20 to \$500 per day (if there are sufficient funds in your account; individual limits vary based on security assessment—members will be notified of limits) at any authorized ATM or POS terminal, subject to limits placed on each individual ATM. You understand that owners of nonproprietary ATMs may charge a fee for transactions of those ATMs. This is not a fee imposed by the Credit Union. You will be responsible for any fee charged for using a nonproprietary ATM. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

ii. **Deposits.** You may make deposits only at ATMs owned and operated by the Credit Union or machines at participating networks (currently Exchange/Accel, Plus and Interlink). Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

iii. **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.

**b. Check Card/POS Purchases.** There is no limit on the number of Check Card or POS purchase transactions you may make by Card during a statement period. You may make daily purchases up to the available funds in your account. Aggregate purchases may not exceed the balance in your checking account, plus the unused portion of your overdraft line of credit (if applicable). The Credit Union reserves the right to refuse any transaction that would draw on 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 refuse to honor any transaction for which you do not have sufficient available verified funds. We may set other limits on the amount of any transaction, and you will be notified of those limits. You may not use your Card or Account for any unlawful or illegal transaction. The Credit Union may refuse to authorize any transaction which it believes may be illegal or unlawful. You are solely responsible for any disputes you may have with merchandise or services received using the 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.

**c. Automated Telephone Teller.** Your accounts can be accessed by our automated telephone teller via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Automated telephone banking will be available seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "Unavailable at this time." Check withdrawals must be made prior to 4:00 p.m. Pacific time to assure same day posting. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from savings accounts. Transfers from a savings account will be limited to six (6) in any one month in compliance with Regulation D. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The system will time-out after approximately three (3) minutes if no transaction is entered and no sooner than five (5) minutes in all cases. If you wish to make any further transactions, you may need to call back. The system will also time-out after three or more unsuccessful attempts to enter a transaction. For security reason the exact attempts will not be disclosed. The Credit Union will process your transaction request within two (2) business days, but cannot guarantee the time any payment will reach your address.

**d. Email.** The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the

telephone number set forth in Section 4. Any stop payment request you transmit electronically is deemed to be an oral stop payment request and will expire in fourteen (14) days unless confirmed in writing. E-mail may not be used to initiate transactions on your account.

**e. Online Banking Service Limitations.** The following limitations for online banking transactions may apply in using the services listed below:

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

ii. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM/Check Card transactions and our Funds Availability Policy.

iii. Bill Payer Transactions. There is no limit to the number of bills that may be paid each month. The maximum transaction amount allowed electronically via the Service is two-thousand-five-hundred dollars (\$2,500.00). The Credit Union will not process any Bill Payer 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 the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to complete the Bill Payer request, we may 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. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization.

*Prohibited Transactions:*

- i. Payment of taxes or court directed payments.
- ii. Payment of gambling debts.
- iii. Payment to accounts at Oregonians Credit Union (use the account transfer option in online banking).
- iv. Transactions in amounts greater than \$2,500.00.
- v. A transaction that will exceed the available balance in your account.

### **3. Access and Use of Account.**

**a. Ownership of Card.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

**c. Security of Access Code.** The personal identification number (PIN) or access code you select for any EFT (electronic fund transfer) service is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

**4. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN/access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN/access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Check 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 grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits

will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, 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 EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Visa Check Card purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 503.239.5336 or 800.982.2974 or write:

Oregonians Credit Union  
6915 SE Lake Road  
Milwaukie, OR 97267

**5. Business Days.** Our standard business days and hours are Monday through Friday, 9:00 a.m. to 5:00 p.m. Pacific Time. Hours may vary by branch. Please visit our website for extended hours and locations. Holidays are not included.

**6. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth on the Schedule of Rates/Fees. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Visa Credit Card Agreement. Fees and charges generally are assessed at the time of transaction or at the end of each calendar month. We may collect fees for up to six (6) months after a transaction. Fees may be assessed from any account you own at Credit Union. Assessed fees may cause an overdraft or negative balance which may be cause for additional charges. Waiver of or failure to collect a fee in no way limits our ability to assess such fee in the future.

**7. Account Documentation and Communication.**

**a. Periodic Statements.** Transfers and withdrawals transacted through a Check Card, the automated telephone teller system, online banking, or any preauthorized transfer will be recorded on your periodic statement. You will receive a statement monthly, by mail or electronically, if you have requested an electronic statement, unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement information be provided electronically.

**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 previously listed on this Agreement. This does not apply to transactions occurring outside the United States.

**c. Terminal Receipt.** You will get a receipt, unless you request not to receive one, at the time you make any transaction (except inquiries) involving your account using a Check Card.

**d. Email.** You may contact the Credit Union through email. However, the Credit Union may not immediately receive email communications that you send and the Credit Union will not take action based on email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.

**8. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as set forth in this agreement. 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 written permission.

**9. 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 account losses or damages. However, there are some exceptions. We will not be liable for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is dormant, your account is closed, or the transfer would go over the limit on your line of credit.
- b. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions or if the Card has expired or is damaged and cannot be used.
- c. If the 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.
- d. If your computer fails or malfunctions or the phone lines or Credit Union computer were not properly working and such problem should have been apparent when you attempted such transaction.
- e. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- f. If the funds in your account are subject to an administrative hold, legal process or other claim.
- g. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- h. 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.
- i. 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.
- j. If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- k. If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.
- l. If the error was caused by a system of any of the designated ATM or POS networks, or the Bill Paying processor.
- m. If there are other exceptions as established by the Credit Union.
- n. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

**10. Preauthorized Electronic Fund Transfers.**

**a. Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally, by telephone or in writing at the address set forth in Section 4, any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral or automated telephone teller service notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

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

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

**11. Termination of 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 electronic funds transfer services or access code breach this or any other agreement with us, if we have reason to believe that there has been an unauthorized use of your Card or access code, or if your membership in the Credit Union is terminated for any reason. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**12. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least twenty-one (21) days before the effective date

of any change, as required by law. This means we may mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**13. Billing Errors.** In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in this Agreement as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- 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 tell you the results of our investigation within ten (10) business days (five (5) business days for Check Card Purchases) after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For transactions initiated outside the United States, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

#### **IV. PRIVACY POLICY**

**Our Privacy Pledge.** At Oregonians Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. A copy of the Credit Union's privacy notice will be included with this agreement and is available on our website.