

OREGON COMMUNITY CREDIT UNION MEMBERSHIP AND ACCOUNT AGREEMENT

This Membership and Account Agreement (“Agreement”) is the contract of deposit that 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 & Signature Card or Maintenance Form (“Signature Card”). The words “we,” “us,” and “our” mean Oregon Community Credit Union (“Credit Union”). The word “account” means any one or more share accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Signature Card. By signing the Signature Card that is part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, the Truth-in-Savings disclosures and Rate and Fee Schedule accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your membership and account(s). You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

Upon approval of your Membership Application and the deposit of any required shares, you become a “member-owner” of this Credit Union. As a member-owner you are eligible to apply for all Credit Union deposit, loan, and other financial services, and you may vote at all annual or special meetings of the membership. You have an obligation to the Credit Union and all other member-owners to follow the rules established from time to time for the use of these services and not to cause the Credit Union any loss.

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 and pay any membership fee 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, from time to time to verify your eligibility for the accounts and services we may offer.

2. Membership Account. Accounts are designed for consumer personal purpose. Accounts may not be used primarily for business purposes. Account owners must provide a Signature Account Card designating account ownership and any special features of the account. This account may consist of a transactional (i.e. checking account) and a non-transactional (i.e. savings or money market account) sub-accounts. Funds not routinely needed to pay debits (often and only made from a transactional sub-account) may be transferred to a savings sub-account. You/We may periodically transfer funds between these two sub-accounts. If your account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts indicated in Section I, Subsection 11.a of this Agreement. This process will not affect your available balance, the interest you may earn, National Credit Union Administration (NCUA) insurance protection, your monthly statement, or any other features of this account.

3. Individual Accounts. An individual account is an account owned by one depositor, qualified for Credit Union membership, including Living Trust Accounts. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or Payable on Death (“POD”) beneficiary, if applicable.

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

a. Right of Survivorship. If your account is a joint account, the account is owned as a joint account with right of survivorship unless otherwise stated on the Signature Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent’s estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owner(s).

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 account owner. Each account owner guarantees the signature of the other owner(s). Any account owner may transact, make changes, request additional services as they are stated on the Rate and Fee Schedule, including closing accounts, 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 account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from account owners, the Credit Union may suspend or terminate the account, require a court order to act, or require that all 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, an account is overdrawn, or we do not receive final payment on any transaction, each of the account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

5. Payable on Death Beneficiaries. A POD designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on the Signature Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. A POD beneficiary designation shall not apply to Individual Retirement Account (“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 required by law.

6. Accounts for Minors. For any account established by or for a minor, the Credit Union reserves the right to require that the minor account owner have a parental joint account owner who is at least 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 right of survivorship unless otherwise indicated on the Membership Application and Signature Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian is a joint account owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s tax identification number must be shown on the Signature Card. The Credit Union shall not change the account status when the minor reaches age 18 unless authorized in writing by all account owners.

7. Accounts for Living Trusts. An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee(s) shall sign a Living Trust Membership Card and a Trust Certification and provide any other evidence of the trustee’s authority the Credit Union requires. Trustee(s) warrants that a valid living trust has been created, currently exists, and that the trustee(s) is/are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee(s) 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 an updated Living Trust Membership Card is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage, or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee, and beneficiaries.

8. 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 applicable Rate and Fee Schedule. All accounts are not assignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on the Rate and Fee Schedule for each account, which is incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

9. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ 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 time for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

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

11. Final Payment. All items and 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 and 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 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.

12. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other

accounts at the Credit Union. The Credit Union may require you to authorize any direct deposits to your account(s) by a separate authorization form. If applicable, you must notify the Credit Union at least 30 days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or preauthorized transfer. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

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

14. Account Access.

a. Authorized Signature. In order to access any account, the Credit Union must have your signature on a Signature Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile or electronic signature, the Credit Union may honor any draft that appears to bear your facsimile or electronic signature even if it was made by an unauthorized person. If you give your account number to another person, you authorize us to honor transactions initiated by the other 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, ATM or debit card (Access Device), in person, by mail, automatic transfer, telephone, Internet and Mobile banking). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via ACH or wire transfer. You agree that if you receive funds by an ACH or wire transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identification 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 transfers are governed by the rules of the National Automated Clearing House Association.

d. 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.

e. Electronic Check Transactions.

Electronic Checks Conversions. 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"). You authorize us to honor any electronic check conversion from your checking account just the same as a written check.

Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction ("Electronic Re-Presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an EFT subject to the terms of section III. Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request that the depositor's bank 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.

15. Change Jar. Upon enrollment, the Credit Union will round up your Access Device purchases (signature and PIN) to the nearest dollar and transfer the difference from your checking account to your Credit Union primary savings account (primary Member). We may cancel or modify Change Jar at any time without prior notice.

The Credit Union will aggregate the rounded up amount accumulated each day and debit your checking account at the end of the business day. A single transfer will be made to the primary member's primary savings account at the end of the business day. If on a business day you do not have sufficient funds in your checking account, or if any transaction has overdrawn your checking account, we will not round up purchases posted on that business day and we will cancel the Change Jar transfer for that day. If your Access Device purchase is subsequently cancelled or reversed, the corresponding Change Jar transfer will remain in the savings account. Change Jar is only available on an Access Device linked to your Credit Union consumer checking account.

Upon receipt of a request to add Change Jar, the Credit Union will process it within a reasonable timeframe not to exceed three (3) business days. Should you have questions regarding or choose to cancel Change Jar, notify the Credit Union at any time.

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

17. 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 or if you have opted in to our Extended Overdraft Program. Drafts or other transfer or payment orders which are drawn against insufficient available funds may be subject to a service charge, set forth on the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds as presented to the Credit Union.

The Credit Union may also refuse to allow a withdrawal in other cases. For example, a dispute exists between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment has been served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or failure to repay a Credit Union loan on time. You will be advised of the reason(s) 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 up to 60 days, as allowed by law, before such withdrawal.

18. Overdrafts.

a. General Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit card or ATM card transactions) posted to your account, those checks and other items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or other item that overdraws your account, you are liable for and agree to pay the overdraft amount and the Nonsufficient Funds Fee pursuant to the Rate and Fee Schedule immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay the applicable Nonsufficient Funds Fee pursuant to the Rate and Fee Schedule. We reserve the right to pursue collection of previously dishonored items at any time.

b. How We Process Checks and Other Items. The Credit Union processes checks and items as follows: (i) checks and items are paid in the order they are presented to us, (ii) ACH items: credits are processed first and debits processed second, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later in the day than the time you conduct the transaction. Transactions may not be presented in the order in which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs.

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

Transfers from a Savings account. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds in increments of \$100 from your savings account or other accounts as you designate. If you have enough funds in your savings account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection option applies, we will return the check or item unpaid. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

Transfers from a Line of Credit. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds in increments of \$100 from your Personal or Home Equity Line of Credit account, if applicable, unless you designate a different order. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection option applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance or transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

d. Extended Overdraft Coverage (EOD). We offer EOD as a discretionary overdraft service, to cover overdrafts on your checking account(s). The Credit Union offers EOD to eligible consumer checking account(s) that qualify after 60 days and continued good standing. Extended Overdraft coverage is not offered to minors, fiduciary or organizational accounts and, anyone who has caused a financial loss to the Credit Union. EOD is suspended while any Credit union loan payment is past due eleven (11) days or more.

- Extended Overdraft coverage is provided to qualified accounts automatically for checks; ACH and online transactions, and you have the option to opt-out of the service at any time.
 - Extended Overdraft coverage will be provided for debit card purchases and ATM transactions only if you expressly request (opt-in) EOD for these transactions.
- e. Terms & Conditions of EOD. Extended Overdraft coverage will be provided under the following terms and conditions.
- i. *Discretionary Coverage.* Under EOD, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient available funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. Extended Overdraft coverage is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.
 - ii. *Overdraft Transactions Covered.* Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance (“overdrafts”), may be covered under EOD: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions. To receive EOD on your ATM withdrawals and everyday debit card transactions (point of sale) you must opt-in.
 - iii. *Available Balance.* Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or Non-Sufficient Funds Fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but 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.
 - iv. *Limits and Balance Information.* If you qualify, the Credit Union may pay overdrafts up to a limit for which you qualify (“Overdraft Limit”) based on your checking account type. We may pay overdrafts up to this overdraft limit provided you continue to qualify for EOD. The Credit Union’s fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services, or on your periodic statements.
 - v. *Overdraft Fees.* There is an Extended Overdraft Fee for each overdraft check or item we pay as set forth on the Rate and Fee Schedule. If we do not pay the overdraft, there is a Non-Sufficient Funds Fee for each check or item we return pursuant to the Rate and Fee Schedule. There is a maximum limit on the number of overdraft fees that we will charge on any one day. If you have excess overdraft activity we will notify you in writing or other reasonable means to consider discontinuing EOD. These fees may be amended as set forth in our Rate and Fee Schedule.
 - vi. *Member Repayment Responsibility.* You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 35 days of notice from us, we may immediately suspend EOD. Accounts may be closed for failure to repay overdraft balances and we may report unpaid account balances to consumer reporting agencies.
 - vii. *Member Opt-Out Right.* We offer the EOD as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt-out of EOD at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Non-Sufficient Funds Fees pursuant to the Rate and Fee Schedule, even if you have opted-out of the service.

19. 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 systems to identify the check. If you give the Credit Union 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 14 calendar 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 (6) months after its date.

20. Stop Payment Orders.

a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, mail, or in person. 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, number of the check, and its exact amount. 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 recredit 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 order, which will lapse within 14 calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

21. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's 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 entity, 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.

22. 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.

23. Credit Union 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:

- Through no fault of the Credit Union, your account does not contain enough money to make the transaction;
- Circumstances beyond the Credit Union's control prevent the transaction;
- Your loss is caused by your negligence or the negligence of another financial institution;
- 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 account type and the terms of this 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.

24. 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. 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.

25. Cross-Collateralization. To reduce the possibility of loss, you agree that all collateral pledged to secure any loan obligation owed to us will also secure payment of your other obligations. This pledge will secure all obligations owed to the Credit Union at the time of the pledge or which arise thereafter. This cross-collateralization of your obligations applies to all debts regarding your accounts, loans or otherwise, including but not limited to each closed-end loan obligation, each advance under any open-end loan plan, all obligations under any credit card agreement with us, and overdrafts. Unless a contrary intent is evidenced in writing, obligations secured by a dwelling or real property are not included in the cross-collateralization of your obligations to us.

26. 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 a 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.

27. 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:

- It is necessary to complete the transaction;
- 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;
- Such disclosure is in compliance with the law, government agency requirements or court orders;

- You give us your written permission.

28. Notices.

a. Address or Name Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change of address and any other notice from you to the Credit Union only if provided in writing, or we can properly identify you either in person or by phone or electronic verification.

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. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced by a signed Signature Card which, upon execution, will be incorporated herein by this reference. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S., Mail postage prepaid and addressed to you at your statement mailing address or for email communications, when the email is sent to the most recent email address we have on file for you. Notice to any one account owner is considered notice to all owners of the account.

d. Consent to Communicate. By providing a telephone number for a cellular telephone or other wireless device for the account, you expressly consent to receiving communication at this number from us and our agents or designated representatives, regardless of the purpose of the communication and in any form possible and not expressly prohibited by law (including, but not limited to, prerecorded or artificial voice messages and calls made by an automated telephone dialing system). You agree that this express consent applies to any communication at each such telephone number that you provide to us, now or in the future. You understand that you may incur access fees from your cellular provider in connection with these calls and messages.

29. 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 dividends/interest and certain other payments under certain conditions.

30. 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. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand statements and check images are available to you on the date the statement is mailed or otherwise made available.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered or unauthorized check drawn on your account if:

- You fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration or unauthorized signature on the item;
- Any items are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of an electronic signature or facsimile signature.

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

d. Electronic Statements (eStatements). If you have elected to receive your statement electronically, your statement will be available through the online and mobile banking service to access, review, print, and otherwise copy or download on the fifth (5) of each month for the previous month's statement as disclosed in your online statement agreement.

31. Inactive and Dormant Accounts.

a. Inactive Accounts. If you have an account and you have not made contact with the Credit Union or have not made a deposit to, withdrawal from, or transfer to or from it for one (1) year or more, the Credit Union may classify the account as inactive and may charge a fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Account(s) with an inactive status may have access restrictions until account(s) are no longer inactive. Checking accounts will continue to incur the fee until closed by the member or the Credit Union. You authorize us to transfer funds from any available account of yours to cover the fee, if necessary.

b. Dormant Accounts. If you have an account that has been inactive as defined above, and the Credit Union has had no other contact with you for three (3) years, the account will be presumed to be abandoned as defined and required by the Uniform Unclaimed Property Act. Funds in abandoned accounts will be remitted to the appropriate state in accordance with state law. Once funds have been turned over to the appropriate 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.

32. Death of Account Owner. Upon the death of an account owner, the Credit Union may require that the survivor or other claimant to the account 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. After the date of death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of 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 anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

33. 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:

- There is a change in owners or authorized signers;
- There has been forgery or fraud reported, committed, or reasonably suspected involving your account;
- There is a dispute as to the ownership of the funds in the account;
- Any account checks are lost or stolen;
- There are excessive returned unpaid items not covered by an overdraft protection plan or Extended Overdraft Program;
- If there has been any misrepresentation or any other abuse of any of your accounts.

You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

34. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership or if the Credit Union can properly identify you in person or by phone. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

35. Special Account Instructions. You may request that the Credit Union 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, 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 representative; otherwise, payment is accepted with full reservation of rights. Account changes requested by you or any account owner, such as adding or closing an account or service, must be evidenced by a signed Signature Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the power of attorney on record at the Credit Union.

36. 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.

37. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. In the event the Credit Union is required to retain an attorney to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, you agree to pay the Credit Union's attorney's fees, whether or not there is a lawsuit, including attorney's fees on any appeal. 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 to, subject to applicable law, payment by the other party of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

38. Governing Law. This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, 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.

39. Inappropriate Transactions. You warrant and agree that you will not use any Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us) under applicable law, including but not limited to any transaction involving or relating to any illegal gambling activity. You agree that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you and/or authorized user(s), or for declining to accept, process or pay any such transaction. You further agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from such use.

40. USA PATRIOT Act Identity Verification Notice. In accordance with the USA PATRIOT Act, the Credit Union is required to obtain, verify, and record the identity of persons applying for and opening new accounts or services and/or seeking to be added as signatories to new or existing accounts with the Credit Union. Information the Credit Union is required to obtain and verify includes name, physical address and mailing address (if different), tax identification number, date of birth (for consumer accounts), and government-issued photo identification. Other documentation may be requested for business accounts such as business registry or articles of incorporation, operating agreement or letter of authorized signers. In some cases, identification may be requested for those persons who had been previously conducting business with the Credit Union prior to the effective date of these identification verification requirements because documentation was not obtained with the opening of the account originally.

The Credit Union is required to maintain records of the identification verification and periodically update this information. Confidentiality of the information obtained by the Credit Union will be maintained in accordance with government regulations.

41. Electronic Signatures. You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Agreement and constitutes your agreement to the terms and conditions of the Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

II. FUNDS AVAILABILITY POLICY FOR SHARE DRAFT OR CHECKING ACCOUNTS

1. General Policy. Our general policy is to make funds from your deposits (except some ATM deposits and remote deposits) available to you on the same 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. 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 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second (2) business day after the day of your deposit. However, the first \$1,000 of your deposit will be available on the first (1) business day. If we are not going to make all of the funds from your deposit available on the first (1) business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

3. Holds on Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid;
- Your account was opened within the prior 30 days;
- You deposit checks totaling more than \$5,000 on any one day;
- You deposit a check that has been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- 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 (7) 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 business day after the day of your deposit if the deposit meets certain conditions. The check(s) must be payable to you. The excess of \$5,000 will be available for withdrawal not later than the ninth (9) business day following the banking day on which the funds are deposited. 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 (2) business day after the day of your deposit. Funds from all other check deposits will be available on the seventh (7) business day after the day of your deposit.

6. Deposits at Automated Teller Machines. Funds from deposits under \$1,000 (cash and/or checks) made at ATMs that we own or operate will generally be available on the next business day after the day of your deposit, subject to our rights to hold funds by law. Funds from deposits of \$1,000 or more (cash and/or checks) deposited at ATMs that we do not own or operate generally will not be available until the fifth (5) business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.

7. Remote Deposits. Funds from deposits under \$1000 (checks only) made through the remote deposit feature on your mobile device will generally be available on the day we receive the deposit. Depending on the type of check that you deposit, funds may not be available until the seventh (7) business day after the day of your deposit. However, the first \$1000 of your deposit will be available on the first (1) business day.

8. Substitute Checks and Your Rights. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

a. Your Rights Regarding Substitute Checks. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account is interest-bearing) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account is interest-bearing) no later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

b. How to Make a Claim for a Refund. If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact the Credit Union as follows: 541.687.2347 (Eugene), 503.588.2347 (Salem), 503.295.2347 (Portland), or 800.365.1111 (toll free) or write:

Oregon Community Credit Union
Attn: EFT Department
PO Box 77002
Springfield, OR 97475-0146

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the account statement showing that the substitute check was posted to your account. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you think the charge to your account was incorrect (for example, you think the amount withdrawn was incorrect);
- An estimate of how much money you have lost because of the substitute check;
- An explanation of why the substitute check is not sufficient to show whether or not the charge to your account was correct;
- A copy of the substitute check and/or the following information that will help us to identify the substitute check and investigate your claim: the check number, the name of the person to whom you wrote the check, and the amount of the check.

III. ELECTRONIC FUNDS TRANSFERS ("EFT")

By signing the Signature Card and/or agreeing to the Mobile/Internet Banking and Electronic Document Agreement, signing or using your Access Device, or using phone banking or kiosk banking, you agree to the following terms governing your and our rights and responsibilities concerning EFT services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to EFT services. EFTs are electronically initiated transfers of money through direct deposits, Point of Sale ("POS") purchases, ATMs, Mobile/Internet Banking, kiosk banking and phone banking involving your deposit accounts at the Credit Union.

1. Services.

a. Automated Teller Machines. You may use your Access Device and your Personal Identification Number ("PIN") in ATMs of the Credit Union, CIRRUS Network, PULSE, CO-OP Network, and any such other machines we may designate.

b. Transaction Alerts. If you are eligible, you may enroll in the Visa® Purchase Alerts service by signing up at a Visa website. Your use of the Visa Purchase Alerts service will be governed by any terms and conditions provided by Visa at the time of your enrollment.

c. Debit Card/POS Purchases. You may use your Access Device to purchase goods and services any place your Access Device is honored by participating merchants, including POS terminals. Funds to cover your Access Device purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or Extended Overdraft Program (if you opted in) or deny the transaction or terminate all services under the Agreement.

d. Phone Banking. You may use the Credit Union's phone banking system to access your accounts. By designating a password and accessing your accounts, you agree to the phone banking terms and conditions. You must use your account number along with your password to access your accounts.

e. Mobile/Internet Banking. To access Mobile/Internet Banking, you will need a handheld device or computer, and access to the internet. You must use your user ID and password to access your accounts. Mobile/Internet Banking is accessible seven (7) days a week, 24 hours a day. You are responsible for the installation, maintenance, and operation of the software for your handheld device/computer and for making sure you know how to use the Mobile/Internet Banking software. The Credit Union will not be responsible for any errors or failures involving any telephone or internet service, or software installation or malfunctions of your home or work handheld device/computer and related equipment. You may experience technical or other difficulties related to the use of Mobile/Internet Banking that result in loss of data or, personalized settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, service interruption, failure to store any user data, communication, or personalized settings in conjunction with your use of Mobile/Internet Banking.

Transactions involving your deposit accounts will be subject to this Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures.

f. Kiosk Banking. Kiosk banking is available through Credit Union-owned and operated ATM terminals with kiosk facilities at select locations. You must use your user ID and password to access your accounts.

Transactions involving your deposit accounts will be subject to this Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and disclosures.

g. Direct Deposit. Upon instruction from your employer, the Treasury Department, or other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security.

h. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check or debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving a notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing EFT services apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

i. ACH Provisional Credits. Credit given by the Credit Union to you with respect to an ACH credit entry is provisional until the Credit Union receives final settlement for such entry through a Federal Reserve bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled a refund of the amount provisionally credited to you in connection with such entry, and the party making payment to you, i.e. the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry. Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and the Credit Union will not do so. However, the Credit Union will notify you of the receipt of ACH payments on your periodic statement.

2. Service Limitations.

a. Automated Teller Machines (ATMs).

Withdrawals. There is no limit on the number of withdrawals you may make at Credit Union ATMs or nonproprietary ATMs. However, you may be charged a fee as set forth on the Rate and Fee Schedule. You may withdraw up to \$500 per day at any authorized ATM, subject to limits placed on each individual ATM. No withdrawal may exceed the available funds in your account, unless you have opted-in to the Extended Overdraft service. Saturday and Sunday are considered one day.

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. You may transfer funds from a loan account of yours up to the available credit limit, subject to the terms of the applicable loan agreement.

Surcharge. If you use an ATM that is not operated by us, you may be charged a surcharge by the ATM operator or ATM network utilized for such a transaction. The surcharge will be debited from your account if you elect to complete the transaction.

b. Point of Sale. There is no limit on the number of POS transactions you may make with your Access Device during a statement period. You may make up to \$6,000 in POS transactions per day. No transaction may exceed the available funds in your account, unless you have opted-in to the Extended Overdraft service. The Credit Union reserves the right to refuse any transaction which 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. 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.

c. Phone Banking. Your accounts can be accessed through the Credit Union's phone banking service via a touchtone telephone only (excludes rotary dials). The phone banking service is available seven (7) days a week, 24 hours a day. This service may be interrupted for a short time each day for data processing. The Credit Union shall not be liable for any reason should the system become inoperable for longer periods of time.

Inactivity: The system will discontinue service after 10 minutes of inactivity or after 30 seconds without an active transaction. If you wish to make any further transactions, you will have to call back. The system will also discontinue service after three (3) unsuccessful attempts to enter a password.

Transfers: You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Mailed Check: Requests may not exceed the amount in your account, except as allowed under other agreements. All checks are payable to you as a primary member and will be mailed to your address of record.

d. Mobile/Internet Banking and Kiosk Banking. The following limitations on the availability, number, and dollar amounts of transactions may apply using Mobile/Internet Banking and kiosk banking:

Transfers. You may make transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

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

Email and Stop Payment Requests. 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. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in 14 days unless confirmed in writing in accordance with this Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 5.

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

3. Conditions of Access Device (card) Use. The use of your Access Device(s) and account(s) are subject to the following conditions:

a. Ownership of Access Devices. Any Access Device(s) which we supply to you is/are 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 Access Device, immediately according to instructions. The Access Device may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Access Device or account to another person.

b. Honoring the Access Device. Neither we nor merchants authorized to honor the Access Device will be responsible for the failure or refusal to honor the Access Device 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.

4. Security of Access Code. Your Access Code (password or PIN) is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to transact on your account(s). If you authorize anyone to use your Access Code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of the Access Code and the Credit Union suffers a loss, we may terminate your Access Device and account services immediately.

5. Member Liability. You are responsible for all transfers you authorize using EFT services under this Agreement.

If you permit other persons to use your EFT services, Access Device or Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts.

If you believe anyone has used your EFT services, Access Device, or Access Code and accessed your accounts without your authority, contact us at once. Telephoning is the best way of keeping your possible losses down. If you notify us of your lost or stolen Access Device you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your EFT services, Access Device, or Access Code, and you provide us with a written statement regarding your 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 failed to tell us you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period.

If you believe your Access Device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission or if you experience issues involving phone banking, Mobile/Internet Banking, kiosk banking, or any other EFT services contact the Credit Union as follows: 541.687.2347 (Eugene), 503.588.2347 (Salem), 503.295.2347 (Portland), or 800.365.1111(toll free); or write:

Oregon Community Credit Union
Attn: Fraud Department
PO Box 77002
Springfield, OR 97475-0146

- 6. Business Days.** Our business days are Monday through Friday. Saturdays, Sundays and holidays are not included.
- 7. Fees and Charges.** There are charges for certain EFT services as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.
- 8. Right to Receive Documentation of Transfers**
 - a. Periodic Statements. Transfers and withdrawals transacted using an Access Device, phone banking, Mobile/Internet Banking or kiosk banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In all cases, you will receive a statement at least quarterly.
 - b. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by reviewing your transaction history through Mobile/Internet Banking or phone banking or by contacting us.
 - c. ATM Receipt. You may receive a receipt at the time you make a transaction (except inquiries) involving your account using an ATM.
- 9. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:
 - As necessary to complete transfers;
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
 - To comply with government agency or court orders;
 - If you give us your written permission.
- 10. 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 losses or damages. However, there are some exceptions. For instance, we will not be liable:
 - If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit;
 - If you used the wrong Access Code or you have not properly followed applicable Mobile/Internet Banking or Credit Union instructions for making transfers and bill payment transactions;
 - If your electronic device fails or malfunctions or any of the Credit Union's remote banking services were not properly working and such problem should have been apparent when you attempted such transaction;
 - If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transfer;
 - If the funds in your account are subject to legal process or other claim;
 - If your account is frozen because of a delinquent loan;
 - If the error was caused by a system beyond the Credit Union's control such as your internet service provider;
 - If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can make the transfer or bill payment;
 - If the error was caused by a system of any of the designated ATM networks;
 - ATM machines may retain your card in certain instances, in which event you may contact the Credit Union about its replacement; or
 - If there are other exceptions as established by the Credit Union.
- 11. Preauthorized Electronic Funds Transfers.**
 - a. Stop Payment Rights. If you have arranged in advance to make regular EFT transfers out of your account(s) for money you owe others, you may stop payment of said preauthorized transfers. You must notify the Credit Union orally or in writing at the telephone number or postal address stated in Section 5 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 14 days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding 14 days after it was made. 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 account number, date and number of the transfer, and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the transfer.
 - b. Notice of Varying Amounts. If these regular payments may vary in amount, the company you are going to pay will tell you 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.

12. Termination of Electronic Funds Transfer Services. You agree that we may terminate this Agreement and any Access Device or EFT services, if you, or any authorized user of your Access Device or an EFT service, breach this or any other agreement with us; or we have reason to believe that there has been an unauthorized use of your EFT service, Access Device or account(s). 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.

13. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least 30 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing Credit Union accounts and any future changes to those regulations.

14. Billing Errors. In case of errors or questions about your electronic transfers, call us at the phone numbers or write us at the address in Section 5 as soon as you can. We must hear from you no later than 60 days after we mailed or otherwise made available the first statement on which the problem appears.

- When you call us, tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we decide 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.

ATM and Night Deposit Facility Safety Notice. The following information is a list of safety precautions regarding the use of ATM and night deposit facilities.

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