



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 (OCCU). The word "account" means any one or more share accounts you have with OCCU.

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, Truth-in-Savings disclosures and Rate and Fee Schedule accompanying this Agreement, any account receipt, OCCU'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 OCCU. As a member-owner, you are eligible to apply for all OCCU deposit, loan and other financial services, and you may vote at all annual or special meetings of the membership. You have an obligation to OCCU and all other member-owners to follow the rules established from time to time for the use of these services and not cause OCCU any loss.

I. MEMBERSHIP AND ACCOUNTS

- Membership eligibility.** To be eligible for membership in OCCU, you must be an individual or entity qualifying within OCCU's field of membership and must purchase and maintain at least one share and pay any membership fee required by OCCU'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, or refer to a credit report we previously obtained, to verify your eligibility for the accounts and services we may offer or you request from time to time.
- Membership account.** Accounts are designed for consumer personal purposes. Accounts may not be used primarily for business purposes. Account owners must provide a Signature Card designating account ownership and any special features of the account. This account may consist of transactional (i.e., checking account) and 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.
- Individual accounts.** An individual account is an account owned by one depositor and qualified for OCCU 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.
- Joint accounts.** An account owned by two or more persons is a joint account.
 - 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).
 - Rights of joint account owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and OCCU 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 OCCU shall have no duty to notify any other account owner(s). If OCCU receives written notice of a dispute between account owners or receives inconsistent instructions from account owners, OCCU 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.
 - 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 account owner is jointly and severally liable to OCCU for the amount of the returned item, overdraft or unpaid amount and any charges, if applicable, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to OCCU, OCCU may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.
- Payable on death beneficiaries.** A POD designation is an instruction to OCCU that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last 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 accounts (IRA), which shall be governed by a separate beneficiary designation. OCCU 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.
- Accounts for minors.** For any account established by or for a minor, OCCU reserves the right to require that the minor account owner have a parental or appointed guardian joint account owner who is at least 18 years of age who shall be jointly and severally liable to OCCU 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 Signature Card. OCCU 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. OCCU 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.

- 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 OCCU, the trustee(s) shall sign a Living Trust Membership Card and a Trust Certification and provide any other evidence of the trustee's authority. Trustee(s) warrants that a valid living trust has been created or currently exists and that the trustee(s) is/are eligible for OCCU membership. OCCU 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 OCCU in writing if a change of trustee occurs. OCCU may withhold payment of funds to any party until proper evidence of authority is provided. OCCU 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 OCCU 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 OCCU relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.
- Deposit requirements.** Funds may be deposited to any account in any manner approved by OCCU 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 OCCU for all losses OCCU incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
- Endorsements.** You authorize OCCU, 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 OCCU to supply missing endorsements if OCCU chooses to supply such endorsements. OCCU 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 endorsement as set forth on the back of the check, OCCU may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1 1/2 inches from the top edge. OCCU 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, you are responsible for any loss incurred by OCCU due to the delay or error.
- Collection of items.** OCCU shall not be responsible for deposits made by mail or at an unstaffed facility until the credit union receives them. In handling items for deposit or collection, OCCU only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. OCCU 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. OCCU reserves the right to send any item for collection.
- Final payment.** All items and Automated Clearing House (ACH) transfers credited to your account are provisional and subject to 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 OCCU incurs any fee to collect any item, OCCU may charge such fee to your account. OCCU reserves the right to refuse or to return any item or funds transfer. OCCU shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to OCCU unpaid regardless of whether the amount of the item has been available for your use.
- Direct deposit.** OCCU may offer 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 OCCU. OCCU may require you to authorize direct deposits to your account(s) by a separate authorization form. If applicable, you must notify OCCU 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 you may do so by visiting us at a branch, using a secure message in MyOCCU Online & Mobile, or by contacting us at 800.365.1111 (toll free). Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and OCCU to make and apply direct deposits in accordance with your authorization on file with OCCU. 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 OCCU may deduct the amount returned from any of your accounts, unless prohibited by law.
- Crediting of deposits.** Deposits made at an OCCU facility after its cutoff time or on days other than credit union business days will be credited to your account on the next business day. Refer to II. Funds Availability Policy below for our deposit cutoff time. Electronic deposits and ATM deposits will be credited when received and processed. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by OCCU. 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 OCCU for credit to your account or for collection. We reserve the right to pursue collection of previously dishonored items at any time.
- Account access.**
 - Authorized signature.** In order to access any account, OCCU must have your signature on a Signature Card. OCCU is authorized to recognize your signature but is not 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, OCCU 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 do not specifically authorize a particular transaction.



- b. Access options.** You may make withdrawals or transfers from your account in any manner that is permitted by OCCU (i.e., check, ATM or debit card (access device), in person, by mail, automatic transfer, telephone, online banking, mobile banking). If OCCU accepts any draft that is not drawn on a form provided by OCCU, you are responsible for any loss incurred by OCCU for handling the draft. OCCU may return as unpaid any check that is not drawn on a form provided by OCCU.
- c. ACH and wire transfer.** If offered, you may initiate or receive credits or debits to your account via ACH or wire transfer. When we receive an ACH or wire transfer, the only notice you will receive is on your next statement. OCCU may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if OCCU does not receive final settlement for a transfer from the financial institution that sent the ACH or they tell us it was a mistake, the provisional credit to your account may be reversed or you will refund the amount to OCCU. When you initiate a wire transfer, you may identify either the recipient or financial institution by name and by account or identification number. OCCU (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.** OCCU 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 OCCU 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 check conversions.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial numbers of your check to initiate the transfer, whether the check is blank or 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, OCCU will round up your access device purchases (signature and PIN) to the nearest dollar and transfer the difference from your checking account to your primary savings account. We may cancel or modify Change Jar at any time without prior notice.
- OCCU 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 canceled 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 OCCU consumer checking account.
- OCCU will process a request to enroll in Change Jar within a reasonable timeframe not to exceed three business days. Should you choose to cancel Change Jar, notify OCCU at any time.
- 16. Account rates and fees.** OCCU's payment of interest on any account is subject to the account rates and fees, earnings, payment and balance requirements set forth on the applicable rate and fee schedule, which is incorporated herein by this reference. You agree OCCU may impose fees and charges for the deposit account services provided by OCCU. A current rate and fee schedule has been provided to you separately. You agree OCCU 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.**
- Withdrawal restrictions.** OCCU 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 that 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, OCCU may allow those withdrawals for which there are sufficient available funds as presented to OCCU.
- OCCU may also refuse to allow a withdrawal in other cases. For example, if a dispute exists between the owners about the account (unless a court has ordered OCCU to allow the withdrawal); a legal garnishment or attachment has been served; the account secures an obligation to the credit union; required documentation has not been presented; or there has been failure to repay an OCCU obligation. You will be advised of the reason(s) for refusal if such action is taken. OCCU 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.**
- General overdraft liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items (ACH, access device (debit or ATM) 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 any nonsufficient funds fee pursuant to the rate and fee schedule. If we do not pay the check or item, we will return it unpaid and you agree to pay any applicable fee pursuant to the rate and fee schedule.
- How we process checks and items.** OCCU may authorize a transaction when you use your access device to conduct transactions with merchants or POS facilities. OCCU processes checks and items as follows: (i) checks and items are paid in the order they are presented to us, (ii) ACH credits are processed first and debits second, and (iii) debit card transactions are paid in the chronological order they are received. For purposes of determining an overdraft, OCCU's determination of an insufficient balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction, or we receive a transaction authorization request. Overdrafts will be determined based on the available balance in your account at the time of presentation. OCCU has no control over the timing when checks or other items are presented. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and/or deposits held pursuant to our funds availability policy. Also, any overdraft or returned item fees, as applicable, imposed on your account will decrease your available and actual balances. You can view your available balance through online or mobile banking and at ATMs to avoid an overdraft. 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 whether an overdraft occurs.
- Overdraft protection plans.** If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.
 - Transfers from a savings or other account.** We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from your savings account or other account(s) as you designate. If you have enough funds in your savings or other account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings or other account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings or other 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 from your Personal or Home Equity Line of Credit account, if applicable, unless you designate otherwise. 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 on said lines of credit, but interest will begin to accrue from the date of advance or transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.
 - Extended overdraft.** We offer extended overdraft as a discretionary overdraft service to cover overdrafts on checking account(s). OCCU offers extended overdraft to eligible consumer checking account(s) that qualify after 60 days and continued good standing. Extended overdraft is not offered to minors, fiduciary or organizational accounts, or anyone who has caused a financial loss to OCCU. Extended overdraft is suspended while any OCCU loan payment is past due 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 is provided for debit card purchases and ATM transactions only if you expressly request the service (opt in) for these transactions.
- Terms & conditions of extended overdraft.** Extended overdraft will be provided under the following terms and conditions.
 - Discretionary service.** 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 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.
 - 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: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, preauthorized 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 extended overdraft on your ATM withdrawals and everyday debit card transactions (point of sale), you must opt in.
 - 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 nonsufficient funds fee, if applicable, or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of holds placed on recent deposits or other reasons and holds for pending transactions (such as debit card purchases) that OCCU 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 nonsufficient funds, even if the actual balance exceeds the amount of the item.
 - Extended overdraft limit and balance.** We may pay overdrafts up to at least the default limit of \$750 on Remarkable Checking accounts if your account is eligible for extended overdraft. OCCU fees and charges, plus the amount of each paid check or item, will be included in this limit. Your extended overdraft limit will not be included or reflected in your actual or available balance provided by a teller, at ATM or POS facilities, through online services or on your periodic statement. At OCCU's discretion, we may increase your limit from time to time based on your relationship with us. Also, at OCCU's discretion, we may decrease your limit to the default limit mentioned above or eliminate your limit completely without notice to you.
 - Fees.** We may impose fees for payment of items through extended overdraft as set forth on the rate and fee schedule. If we do not pay the overdraft, we may charge a nonsufficient funds fee each time we return a check or other item. If you have excess overdraft activity, we will notify you in writing or by other reasonable means to consider discontinuing extended overdraft. These fees may be amended as set forth in the rate and fee schedule.
 - Member 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 the service. Accounts may be closed for failure to repay overdraft balances and we may report unpaid overdraft balances to consumer reporting agencies.
 - Member rights.** We offer extended overdraft as a service and convenience for incidental overdrafts. We

do not encourage members to repeatedly overdraw accounts. You may opt out of extended overdraft at any time by notifying us. You understand that by opting out of the service, we may refuse to pay a check or item that is presented against an insufficient balance on your account and you will be responsible for any nonsufficient funds fees pursuant to the rate and fee schedule. You are still responsible to pay any overdraft, even if you have opted out of the service.

viii. **OCCU contact.** For questions, to opt in for extended overdraft on your ATM and everyday debit card transactions or to exercise your right to opt out from extended overdraft, call us at 800.365.1111 or write to us at OCCU, PO Box 77002, Springfield, OR 97475-0146.

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 OCCU of the postdating. Your notice will be effective only if OCCU receives the notice in time for OCCU 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 exact information is necessary for OCCU's systems to identify the check. If you give OCCU incorrect, incomplete or untimely notice, OCCU will not be responsible for paying the item before the date stated and OCCU may charge your account as of the date OCCU pays the item. You may make oral notice, which will lapse within 14 calendar days unless continued in writing within that time. Written notice is effective for six months. Written notice may be renewed from time to time. You agree not to deposit checks, drafts or other items before they are properly payable. OCCU is under no obligation to pay a check or draft drawn on your account that is presented more than six months after its date.

20. **Stop payment orders.**

a. **Stop payment requests.** You may ask OCCU to stop payment on any check drawn upon your checking account. You may request a stop payment via MyOCCU Online, telephone, mail or in person. The stop payment is effective if OCCU receives the order in time for OCCU 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 OCCU incorrect or incomplete information, OCCU is not responsible for failing to stop payment on the item. If the stop payment order is not received in time for OCCU to act upon the order, OCCU is not liable to you or to any other party for payment of the item. If you give OCCU incorrect or incomplete information, OCCU is not responsible for failing to stop payment on 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 OCCU and to assist OCCU in legal action taken against the person.

b. **Duration of order.** An oral stop payment order will lapse after 14 calendar days unless confirmed in writing before then. A written stop payment order is effective for six months. A written stop payment order may be renewed in writing from time to time. OCCU is not obligated to notify you when a stop payment order expires.

21. **Liability.** OCCU may charge a fee for each stop payment order, 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 OCCU. You should be aware that while payment of the item may be stopped, you may remain liable to any entity, including OCCU, who is a holder of the item despite the stop payment order. You agree to indemnify and hold OCCU harmless from all costs, including attorney fees, damages or claims related to OCCU's action of 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.** OCCU, 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 item or to charge your account for any item should it become lost in the collection process.

23. **OCCU liability for errors.** If OCCU does not properly complete a transaction according to this Agreement, OCCU is liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. OCCU is not liable if:

- Through no fault of OCCU, your account does not contain enough money to make the transaction.
- Circumstances beyond OCCU'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 any other claim.

OCCU is not liable for consequential damages except liability for wrongful dishonor. OCCU's actions constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules and general banking practices followed in the area serviced by OCCU. You grant OCCU 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 OCCU employees and any written form will be resolved by reference to this Agreement and applicable written form.

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

25. **Legal process.** If any legal action, such as a levy, garnishment or attachment, is brought against your account, OCCU may refuse to pay out any money from your account until the dispute is resolved. If OCCU 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 OCCU's lien and security interest.

26. **Account information.** Upon your request, OCCU will inform you of the name and address of each credit reporting agency from which OCCU obtains a credit report in connection with your account. OCCU 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 law, government agency requirements or court orders.
- You give us your written permission.

27. **Notices.**

a. **Address and name changes.** It is your responsibility to notify OCCU upon a change of address or change

of name. OCCU is only required to attempt to communicate with you at the most recent address you have provided to OCCU. OCCU will accept notices of a change of address and any other notice from you to OCCU 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. OCCU 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. OCCU reserves the right to waive any term in this Agreement. Any such waiver shall not affect OCCU's right to enforce any right in the future.

c. **Effect of notice.** Any written notice you give to OCCU is effective when it is actually received by OCCU. Any written notice OCCU 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, a cellular or mobile telephone number or other contact information for any wireless device for the account, you expressly consent to receiving communication 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 automatic telephone dialing system), now or in the future. You understand that you may incur access fees from your service provider in connection with these calls and messages.

28. **Taxpayer identification number (TIN) and backup withholding.** If your account is or becomes subject to backup withholding, OCCU is required by law to withhold and pay to the Internal Revenue Service (IRS) a percentage of payments of dividends/interest and certain other payments under certain conditions.

29. **Statements.**

a. **Contents.** If OCCU 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 OCCU and may not be returned to you. You agree to keep a copy of your original check in order to verify its validity. If you request that we provide you with an original check or 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 OCCU. OCCU is not responsible for any forged, altered or unauthorized check drawn on your account if:

- You fail to notify OCCU within 30 days of the mailing date of the earliest statement and availability of check(s) 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 OCCU.** You agree that OCCU's retention of checks does not alter or waive your responsibility to examine your statements and check images or the time limit for notifying OCCU of any errors. The statement will be considered correct for all purposes and OCCU is not liable for any checks posted to your account unless you notify OCCU 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 online banking to review, print or otherwise copy or download on or around the fifth of each month for the previous month's statement as disclosed in your online statement agreement.

30. **Inactive and dormant accounts.**

a. **Inactive accounts.** If you have an account and you have not made contact with OCCU or have not made a deposit to, withdrawal from, or transfer to or from it for one year or more, OCCU 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 activated. Inactive accounts will continue to incur the fee until closed by the member or OCCU. 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 OCCU has had no other contact with you for three 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, OCCU 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.

31. **Death of account owner.** Upon the death of an account owner, OCCU may require that the survivor or other claimant to the account produce certain documents before releasing the funds in the account. OCCU may continue to honor all transfers, withdrawals, deposits and other transactions on the account until OCCU learns of an account owner's death. After the date of death, OCCU may pay checks or honor other payments, or transfer orders authorized by the deceased member for a period of 10 days unless OCCU receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that OCCU can require anyone who claims funds in your account after your death to indemnify OCCU for any losses resulting from honoring that claim.

32. **Termination of account.** OCCU 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.
- There has been any misrepresentation or any other abuse of any of your accounts.

You may terminate your account at any time by notifying OCCU by oral direction or in writing. OCCU is not

responsible for payment of any check, withdrawal or other item once your account is terminated; however, if OCCU pays a check or other item after termination, you agree to reimburse OCCU for payment.

33. Termination of membership. You may terminate your membership at OCCU after giving verbal or written notice of your intent to withdraw from membership or if OCCU 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 OCCU.

34. Special account instructions. You may request that OCCU facilitate certain trust, will or court-ordered account arrangements. However, because OCCU 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 OCCU to follow instructions that OCCU believes might expose it to claims, lawsuits, expenses, liabilities or damages, whether directly or indirectly, OCCU may refuse to follow your instructions or may require you to post a bond to indemnify OCCU. Any item presented with full payment details must be presented in person to an OCCU 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 OCCU. OCCU 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 OCCU.

35. Severability. In the event 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.

36. Enforcement. You agree to be liable to OCCU for any liability, loss or expense as provided in this Agreement that OCCU incurs as a result of any dispute involving your accounts or services. You authorize OCCU 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 OCCU or we suspect fraudulent activity on your account, OCCU 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 OCCU 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 OCCU's attorney's fees 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.

37. Arbitration and Class Action Waiver Agreement. RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

a. Agreement to arbitrate disputes. Either you or we may elect, without the other's consent, to require that any dispute between us concerning your deposit accounts (which includes share accounts) and the electronic financial services related to your deposit accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

b. Disputes covered by arbitration. Claims or disputes between you and us arising out of or relating to your deposit account(s), transactions involving your deposit account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims you make directly, but also claims made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims."

c. Disputes not covered by arbitration. Claims or disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred or appealed to a non-small claims court, that claim shall be subject to this Agreement. Claims or disputes arising from your status as a borrower under any loan agreement with OCCU are also excluded from this Agreement. Also, arbitration will not apply to your account as long as you are an active duty service member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

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

e. Arbitration Procedures. The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:
JAMS, www.jamsadr.com, 800.352.5267 (toll free)

The arbitration shall take place in the federal district in which you reside or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties

in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If you initiate the claim, you will pay no more than \$250 of the filing costs and expenses and we will bear the remaining costs. If we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

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

g. Right to reject this arbitration agreement. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days after you opened your first account. To opt out, send us written notice. Your written notice must include: your name as listed on your account, your member number and a statement that you reject this Arbitration Agreement. You must send your written notice to us at the following address: OCCU, Attn: Dept. 707, P.O. Box 72255, Springfield, OR 97475

h. Acceptance of arbitration and class action waiver. Following receipt of this Binding Arbitration and Class Action Waiver Agreement and expiration of the rejection period, your decision not to reject this agreement as confirmed by your continued use of your account, confirms your agreement to be bound by the above terms for all of your accounts and your accounts will be bound by this Binding Arbitration and Class Action Waiver Agreement.

38. Governing law. This Agreement is governed by the bylaws of OCCU, 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 OCCU is located.

39. Inappropriate transactions. You warrant and agree that you will not use any OCCU 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. OCCU 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 OCCU 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 OCCU 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, OCCU 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 OCCU. Information OCCU is required to obtain and verify includes name, physical address and mailing address (if different), tax identification number, date of birth and government-issued photo identification. In some cases, identification may be requested for those persons who had been previously conducting business with OCCU prior to the effective date of these identification verification requirements because documentation was not obtained with the opening of the account. OCCU is required to maintain records of the identification verification and periodically update this information. Confidentiality of the information obtained by OCCU 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 deposits will be available on the day we receive the deposit. For determining the availability of your deposits, every day is a business day except Saturday, Sunday and federal holidays. If you make a deposit at one of our OCCU facilities before 5 p.m. on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 5 p.m. (night drop, for example) 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 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 and the channel in which you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$1,000 of your deposit will be available on the first business day. If we are not going to make all funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

4. **Longer delays may apply.** We may delay your ability to withdraw funds deposited by check 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 \$5,525 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 business day after the day of your deposit.

5. **Special rules for new accounts.** If you establish a new account or new membership (assuming you have no other transactional checking account with OCCU), the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The check(s) must be payable to you. The excess of \$5,525 will be available for withdrawal not later than the ninth 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 \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the seventh business day after the day of your deposit. If you have an already established membership or account with us, subsequent accounts may not be subject to special rules.

6. **Deposits at automated teller machines.** Funds from deposits under \$1,000 (cash and/or checks) made at ATMs will generally be available the day of the deposit. Funds from deposits over \$1,000 made at ATMs that we own or operate will be available on the next business day after the day of deposit. 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 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 \$1,000 (checks only) made through remote deposit 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 business day after the day of your deposit. However, the first \$1,000 of your deposit will be available on the first 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. 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 OCCU as follows: 800.365.1111 (toll free) or write: OCCU, 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 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 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. Electronic Funds Transfers are electronically initiated transfers of money through direct deposits, point of sale (POS) purchases, ATMs, mobile/online banking, kiosk banking and phone banking involving your deposit accounts at OCCU.

1. Services.

a. **Automated or interactive teller machines.** You may use your access device and your personal identification number (PIN) in ATMs of OCCU, 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 with any participating merchant or POS terminal. 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, OCCU may treat the transaction as an overdraft request pursuant to an overdraft protection plan or extended overdraft or deny the transaction or terminate all services under the Agreement.

d. **Mobile/online banking.** To access mobile/online banking, you will need a mobile device or computer and access to the internet. You must use a user ID and password to access your accounts. Mobile/online banking is accessible seven days a week, 24 hours a day. You are responsible for the installation, maintenance and operation of the software for your mobile device/computer and for making sure you know how to use the mobile/online banking software. OCCU is not responsible for any errors or failures involving any telephone or internet service, software installation or malfunctions of your mobile device/computer or related equipment. You may experience technical or other difficulties related to the use of mobile/online 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 user data, communication or personalized settings in conjunction with your use of mobile/online 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.

e. **Kiosk banking.** Kiosk banking is available through OCCU-owned and operated ATM terminals in kiosk facilities at select locations. You must use a 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.

f. **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.

g. **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 Membership Accounts, Section 4, member liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

h. **ACH provisional credits.** Credit given to you by OCCU with respect to an ACH credit entry is provisional until OCCU receives final settlement for such entry through a Federal Reserve bank. If OCCU does not receive such final settlement, you are hereby notified and agree that OCCU is entitled a refund of the amount provisionally credited 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, the credit union is not required to give to you next day notice of receipt of an ACH item and OCCU will not do so. OCCU will notify you of the receipt of ACH payments on your periodic statement, transaction history in mobile or online banking or by contacting us at 800.365.1111 (toll free).

2. Service limitations.

a. **Automated or interactive teller machines**

i. **Withdrawals.** There is no limit on the number of withdrawals you may make at OCCU ATMs or nonproprietary ATMs. However, you may be charged a fee as set forth on the rate and fee schedule. Based on account criteria, you may withdraw up to \$2,010 per day at any authorized ATM, subject to limits placed on each individual ATM. OCCU's base limit is \$510, but as accounts meet certain criteria, limits may adjust upward. Downward adjustments may occur but will not fall below the base limit of \$510. No withdrawal may exceed the available funds in your account unless you have opted in to extended overdraft.

ii. **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations. 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.

iii. **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 extended overdraft. OCCU 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. OCCU may set other limits on the amount of any transaction and you will be notified of those limits. OCCU may refuse to honor any transaction for which you do not have sufficient available verified funds.

c. **Mobile/online and kiosk banking.** The following limitations on the availability, number and dollar amounts of transactions may apply using mobile/online and kiosk banking:

i. **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. OCCU 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.

ii. **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.

iii. **Email and stop payment requests.** OCCU may not immediately receive email communications that you send, and OCCU will not take action based on email requests until OCCU actually receives your

message and has a reasonable opportunity to act. An oral stop payment will lapse after 14 days unless confirmed in writing before then. A written stop payment request (including one transmitted in writing electronically) will expire in six months. OCCU is not obligated to notify you when the stop payment request expires. If you need to contact OCCU immediately regarding an unauthorized transaction or stop payment request, see Section 5.

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

3. Conditions of access device 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) that 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 or 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 OCCU. If you fail to maintain the security of the access code and OCCU 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. For Visa debit card transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided you were not negligent or fraudulent regarding your card or transactions. For all other circumstances and transactions, the following limits will apply: If you tell us within two business days after you learn of the loss or theft of your access device or access code, you will lose no more than \$50 if someone used your access device or access code without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your access device or access code, and we can prove we could have stopped someone from using your access device or access code without your permission if you had told us, you could lose as much as \$500.

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

If you believe your access device or access code 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 mobile/online banking, kiosk banking or any other EFT services contact OCCU as follows: 800.365.1111 (toll free); or write: OCCU, Attn: Fraud Department, PO Box 77002, Springfield, OR 97475-0146

6. Business days. Our business days are Monday through Friday. Saturday, Sunday 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 using an access device, mobile/online 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 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out if the deposit has been made by reviewing your statement, transaction history in mobile or online banking or by contacting us at 800.365.1111 (toll free).

c. ATM receipt. You may receive a receipt at the time you make an inquiry or transaction 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. OCCU 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/online banking or OCCU instructions for making transfers and bill payment transactions.
- If your electronic device fails or malfunctions or any of OCCU'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 another claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system beyond OCCU's control such as your internet service provider.
- If you have not given OCCU complete, correct and current instructions so OCCU can make the transfer or bill payment.
- If the error was caused by a system of any of the designated ATM networks.
- If an ATM machine has retained your card, in which event you may contact OCCU about replacement.
- If there are other exceptions as established by OCCU.

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 OCCU orally or in writing at the telephone number or postal address stated in Section 5 any time up to three business days before the scheduled date of the transfer. OCCU 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 OCCU receives the order in time for OCCU to act upon the order and you state the account number, date and number of the transfer and its exact amount. If you give OCCU incorrect or incomplete information, OCCU will not be responsible for failing to stop payment on the transfer.

b. Notice of varying amounts. If these regular payments 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 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 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. OCCU reserves the right to change the terms and conditions upon which this service is offered. OCCU will provide a 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 OCCU 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 number 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.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

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 or leave.
- Refrain from displaying 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 auto or at home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or returning at another time. 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 access device.
- Report all crimes to law enforcement officials immediately.