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This Agreement is the Contract of Deposit that covers your and our rights and responsibilities concerning Business Services Membership and Account(s) offered to you. In this Agreement, the words "you," "yours" and "client" refer to the owners and authorized signers of the Business Membership and Account Card ("Account Card"). The words "we," "us" and "our" mean Oregon Community Credit Union ("Credit Union"). The word "account" means any one or more Savings, Checking, Money Market, Line of Credit, other Loan and Share Certificate accounts you have with the Credit Union.

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

## I. BUSINESS MEMBERSHIP AND ACCOUNTS

1. **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 you must satisfy the membership requirements set forth in the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain credit reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request or for collection purposes.

2. **Account.** This Account may consist of a transaction sub-account and a savings sub-account. Funds not routinely needed to pay debits may be transferred to a savings sub-account. We may periodically transfer funds between these two sub-accounts. Savings sub-accounts are limited to up to six transfers pursuant to Regulation D. 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 7.a. of your Business Services Membership & Account Agreement. This process will not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement, or any other features of this Account.

3. **Accounts of Businesses and Organizations.** Accounts are designed for a business purpose. Accounts may not be used primarily for personal, family or household purposes. The Credit Union reserves the right to require the member to provide a Business Account Card informing the Credit Union who is authorized to act on behalf of the business or organization. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

4. **Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth in this Agreement and on the Rate and Fee Schedule. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account that you maintain with us. All accounts are non-assignable and non-negotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the Share Certificate Receipt and dividend transfer election form, if applicable, 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.

5. **Endorsements.** You authorize the Credit Union, at its discretion, to accept transfers, checks 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. If you deposit an item that bears the endorsement of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. 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 require an endorsement as set forth on the back of the check, the Credit Union may require said endorsement. 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 checks with endorsements outside this space, however, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

6. **Cashing Checks.** You should not use your account to cash checks for others who are not known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g. because it is counterfeit or fraudulent). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

7. **Verification and 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. Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

8. **Items Sent for Collection.** We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the account) during normal business.

9. **Final Payment and ACH Provisional Credits.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. This means that they may be revoked prior to final settlement. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge said fee to your account. The Credit Union reserves the right to refuse or to return all or any items 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.

10. **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 transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of 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.

11. **Crediting of Deposits.** Deposits made on Saturdays (after operating hours), Sundays and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at 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. We may refuse to accept a deposit or addition to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

12. **Account Access.**

a. **Authorized Signature.** In order to access any account, the Credit Union must have an authorized signature of the authorized representatives of the account holder on a Business Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person.

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

c. **ACH and Wire Transfers.** If offered, you may initiate or receive credits to or debits from your account via wire transfer or Automated Clearing House ("ACH") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received; the transfer will be shown on your periodic statement. However, the Credit Union will notify you if it is believed you knowingly engaged in a wire transfer or ACH transfer involving unlawful Internet gambling. The Credit Union will investigate this occurrence

based on our Unlawful Internet Gambling Enforcement Act procedures, and if it is determined such activity was knowingly engaged in through this account, the account will be terminated. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA).

d. **Credit Union Examination.** The Credit Union may disregard information on any check including references to dual signature requirements, other than the signature of the drawer and amount of the item and any magnetic encoded information. You understand and agree the Credit Union does not offer dual signatures of drawers on your checking account and the Credit Union will not stop or decline to pay any item drawn on the signature of one authorized drawer. 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.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to the terms of Section III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just as we would a regular written check.
- **Electronic Re-Presented Checks.** If you write a check 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 electronic funds transfer 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 credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account credited again due to a prior stop payment order or if the item is otherwise ineligible for collection.

13. **Account Rates and Fees.** The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule, 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.

14. **Transaction Limitations.**

a. **Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if the Credit Union can verify the owner or authorized signer and there are sufficient available funds in the account to cover the full amount of the withdrawal or you have an established overdraft protection plan or Extended Overdraft Coverage ("EOD"). The Account Card or electronic account opening record identifies who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g. wire transfers, ACH), and otherwise give us instructions regarding your account. Although your Account Card may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination of) authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your Account Card (e.g. by refusing to permit a transaction authorized by fewer than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you. If we agree in writing to enforce a multiple signature requirement for check withdrawals, you agree to order checks that bear a legend above the signature lines that indicates two signatures (or more, if applicable) are required. We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents are valid, even if the principal agent relationship is not indicated on the check or instruction. We may honor checks drawn against the account by authorized signers, even if checks are made payable to them, to cash or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds. Checks or other transfer or payment orders that are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in the order they are presented at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between clients, owners or authorized signers about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. We may also refuse or limit withdrawals from any Credit Union branch that is not your branch of account. We may (but are not obligated to) require suitable identification and/or presentation of account ownership/access records for any withdrawal or account closure. At our discretion, we may require signatures of all authorized representatives for the withdrawal of funds and/or closing of an account. We may require non-members/customers to present us with suitable identification, including photo identification and the collection of an address and phone number, in connection with the cashing of business checks at one of our branches. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to 60 days, as required by law, before such withdrawal. Cash withdrawals at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a cashier's check. We assume no responsibility to provide personal protection for clients who elect to carry large sums of currency off our premises. For Certificate Accounts, unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing Certificate Account. Early withdrawals may be subject to a penalty.

b. **Transfer Limitations.** From savings and money market accounts you may make up to six (6) preauthorized, automatic, telephone, internet/Mobile or audio response transfers to another account of yours or to a third party during any calendar month pursuant to Regulation D. Of these six (6), you may make no more than six (6) transfers to a third party by check or Access Device. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the business account upon oral or written orders, including orders received via ACH. There is no limit on the number of transactions you may make in the following manner:

- i. transfers to any loan account with the Credit Union;
- ii. transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail or at an ATM.

If a requested transfer would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union and the Credit Union may impose a fee.

15. **Fees.** Our Schedule of Fees and Related Charges for Business Accounts and Services describes the most frequently encountered fees associated with our Business Accounts and Services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the Schedule is available upon request. In addition to fees, you agree to pay all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us). If an average balance is required to avoid a fee, the average balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees from your accounts automatically.

16. **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 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.** Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. 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.

d. **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 (max six (6) per month pursuant to Regulation D) 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 (max six (6) per month pursuant to Regulation D). 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.

17. **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 business checking account(s) that qualify after 60 days and continued good standing. Extended Overdraft is not offered to minors, fiduciary or organizational accounts, and anyone who has caused a financial loss to the Credit Union. Extended Overdraft is suspended while any Credit union loan payment is past due eleven (11) days or more.

- a. **Terms & Conditions of EOD.** Extended Overdraft 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 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.* 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.
  - 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 no limit on the number of overdraft fees that we will charge on any one day. If you have excess overdraft activity we may 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 balances to consumer reporting agencies.
- b. **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.

18. **Postdated and Stale Dated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union’s computer system to identify the check. If you give the Credit Union incorrect, incomplete or untimely notice, 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 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 or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

19. **Stop Payment Orders.**

a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks,

the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH, and the number of the check or originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. **Duration of Order.** You may make an oral stop payment order that 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.

c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. If you request us to stop payment on any Cashier's Check, or any other check or payment guaranteed by the Credit Union, we will require your indemnification as a condition to such a request. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's 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.

20. **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.

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

22. **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 non-transferable to third parties.

23. **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's fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

24. **Notice of Account Ownership, Address and Authorized Signers.**

a. **Name or Address Changes.** You agree to notify us immediately of any change in your name, address, email address, business capacity (e.g. sole proprietor to corporation), or the authorized signers on your account. We may require a new Account Card or other documentation before giving effect to any change in ownership or authorized signers. We may rely on our account records to determine the ownership of the account. If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from an authorized person in writing not do so. (Note: a new or updated Account Card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan.) You also agree to provide us with information we require to validate the change in authorized persons. In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in authorized persons on our records, and you agree that we will be given reasonable opportunity to make the necessary changes. It is your responsibility to notify the Credit Union upon a change of address or email address. The Credit Union is only required to attempt to communicate with you at the most recent address or email address you have provided to the Credit Union. The Credit Union will accept verbal notices of a change in address or email address and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule.

b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of the 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 and authorized signers must be evidenced in writing. You agree that oral instructions are binding and agree to hold the Credit Union harmless from any liability arising as a result of such instructions. 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 or authorized signer is considered notice to all owners and authorized signers of the account.

d. **Consent to Communications.** By providing an email address, telephone or cellular phone number, or other wireless device contact information, you are expressly consenting to receiving communications at that address or number or on that device, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents. This express consent applies to each address or number or device contact information that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees. For payment authorizations you provide by phone, we may require you to confirm such instructions in writing.

25. **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 in 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 fees until closed by the owner or authorized signer, or the Credit Union. You authorize us to transfer funds from any available account of yours to cover the fees, 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 as defined and required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. 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.

26. **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 checks are made available to you on the date the statement is mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that they are made available on the date you are notified of their availability. You also understand and agree that drafts or copies including electronic images, if applicable, are made available to you on the date the statement is mailed to you, or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement. If you fail to provide us with a correct address or we are otherwise unable to locate you to deliver your statement, we may suspend mailing statements.

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 item drawn on your account if: (a)

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; or (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature.

c. **Notice to 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 copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

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 of the previous month's statement as disclosed in your online statement agreement.

27. **Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts including any restricted transactions under the Unlawful Internet Gambling Enforcement Act. 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.

28. **Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice or verbal notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

29. **Special Account Instructions.** You agree to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner or authorized signer, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union.

30. **Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

31. **Enforcement.** You agree to be liable to the Credit Union for any liability, loss or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. 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, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

32. **Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and automated clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## II. FUNDS AVAILABILITY POLICY FOR SHARE DRAFT OR CHECKING ACCOUNTS

1. **General Policy.** Our policy is to make funds from your cash and check deposits (except ATM and night drop deposits) available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdrawal the funds in cash and we will use the funds to pay checks you have written or process other items presented to your account, such as debit card purchases. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. 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. For Savings accounts, we reserve the right to hold funds that you deposit by check for a reasonable time under Regulation CC.



**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day that we receive your 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 \$1,000.00 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 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 ability 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 elapse.

**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.
- You deposit checks totaling more than \$5,000 on any one (1) day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) 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 Business 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 for a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to the name of the business. The excess of \$5,000 will be available on the ninth (9) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second (2) business day after the day of your deposit. Funds from all other checks will be available on the seventh (7) business day after the day of your deposit.

**6. Deposits of Automated Teller Machines (ATMs).** 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 as set forth above. Funds from deposits of \$1,000 or more (cash and/or checks) made at ATMs that we own or operate will generally be made available on the second (2) business day after the day of our deposit. Funds (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. 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, non-sufficient funds 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 law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) 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 you received and that was posted to your account, please contact the Credit Union at: 541.687.2347 or 800.365.1111 or write:

Oregon Community Credit Union  
Attn: EFT Department

You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. 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 charge;
- 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 (for example, 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 Account 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, phone banking or kiosk banking involving your deposit accounts at the Credit Union.

#### 1. Services.

a. **Automated Teller Machines.** You may use an Access Device and your Personal Identification Number ("PIN") in ATMs of the Credit Union, or the CIRRUS, PULSE and CO-OP networks, and any such other machines we may designate. At the present time, you may use your Access Device to make the following transactions on your accounts:

- Withdraw cash from your Checking or Savings accounts.
- Transfer funds between your Checking, Savings, or loan accounts, if applicable.
- Deposit funds into your Checking or Savings accounts.
- Make balance inquiries on Checking or Savings accounts.

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 POS Purchases.** You may use your Access Device to purchase goods and services any place your Card is honored by participating merchants, including POS terminals provided none of the transactions are restricted under the Unlawful Internet Gambling Enforcement Act. Funds to cover your Access Device purchases will be deducted from your Checking account. If the balance of 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 may terminate all services under the Agreement.

d. **Phone Banking.** You may use the Phone Banking audio response 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 password along with your account number to access your accounts.

e. **Mobile/Internet Banking Service.**

i. **Account Access.** To access the Mobile/Internet Banking service, you will need a handheld device, a personal 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, twenty-four (24) hours a day. You are responsible for the installation, maintenance and operation of the software and your computer/handheld device and for making sure you know how to use the Mobile Banking software. The Credit Union will not be responsible for any errors or failures involving telephone service, Internet Service Providers, software installation, or malfunctions of your home or work computer/handheld device and related equipment. You may experience technical or other difficulties related to the use of Mobile/Internet Banking service that results in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, service interruptions, or failure to store any user data, communication, or personalization settings in connection with your use of the Mobile/Internet Banking service.

ii. **Types of Transactions.** At the present time, you may use any of the Mobile/Internet Banking services to perform transactions on your account as long as such transactions are available for Business accounts.

- Transfer funds between your Checking, Savings, Money Market and loan accounts.
- Transfer funds from your Savings or Checking account to a loan account of yours, or to another member's account as authorized.
- Transfer funds from your Savings or Checking account to an external loan account of yours, or to an external Savings, Checking or Money Market account of yours.

- Review account balance and account transaction information for any of your accounts.
- Request stop payment orders on your checking account.
- Communicate with the Credit Union using the electronic mail (email) feature.

Transactions involving your deposit accounts will be subject to your Business Services Membership and Account Agreement and transactions involving a loan account will be subject to your Business Services Loan Agreement and Disclosures.

f. **Kiosk Banking.**

- Account Access.* The Kiosk Banking service is available at Credit Union owned and operated terminals with Kiosk facilities at select locations. You must use your PIN and Access Device to access your accounts. The Kiosk Banking service is accessible during the regular business hours of the facilities where each Kiosk is located. Some selected locations may operate seven (7) days a week, twenty-four (24) hours a day
- Types of Transactions.* At the present time, you may use the Kiosk Banking service to:
  - Transfer funds between your Checking, Savings,, Money Market and loan accounts.
  - Transfer funds from your Savings or Checking account to a loan account of yours, or to another member's account as authorized via Shared Branching, if applicable.
  - Review account balance and account transaction information for any one of your accounts.

Transactions involving your deposit accounts will be subject to your Business Services Membership and Account Agreement and transactions involving a loan account will be subject to your Business Services Loan Agreement and Disclosures.

g. **Direct Deposit.** Upon instructions of (i) your employer, (ii) the Treasury Department or (iii) another financial institution, the Credit Union will accept direct deposits of your paycheck or of 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 debit transaction you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of the transaction. All terms governing electronic funds transfer services will 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 an 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 provisional amount 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 continue to notify you of the receipt of ACH payments on your periodic statement.

## 2. Service Limitations.

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

2. **POS Purchases.** There is no limit on the number of POS purchase transactions you may make with your debit card during a statement period. You may make up to \$6,000 in POS purchases per day. No purchase may exceed the available funds in your account, unless an applicable overdraft protection plan is in place. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient 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.

3. **Phone Banking.** Your accounts can be accessed using audio response via a touch-tone telephone only. Not all phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Phone Banking is available seven (7) days a week. 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. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a Savings account. Phone Banking Transfers from a Savings or a daily income account to a Checking account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit

Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits as required by applicable regulation or law.

4. **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:

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

b. **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

c. **Email and Stop Payment Requests.** You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive Email communications that you send and the Credit Union will not take action based on Email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the phone numbers set forth in Section 5 below.

d. **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.

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

a. **Ownership of Access Devices.** Any Access Device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The Access Device may be repossessed at any time in 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 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.

3. **Security of the Access Code.** The PIN ("Access Code") associated with your Access Device is for your security purposes. The Access Code is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for the safekeeping of your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you authorize anyone to 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 card and account services immediately.

4. **Restricted Transactions.** In compliance with the Unlawful Internet Gambling Enforcement Act (UIGEA), the Credit Union prohibits restricted transactions as defined under the UIGEA from being processed through any commercial account or commercial relationship held at the Credit Union. This prohibition of restricted transactions is effective immediately. The UIGEA defines a restricted transaction as: any transaction or transmittals involving any credit, funds, instrument, or proceeds that the UIGEA prohibits any person engaged in the business of betting or wagering from knowingly accepting, in connection with the participation of another person in unlawful Internet gambling—

- Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card);
- An electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person; or
- Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.

If it is known to the Credit Union that this activity is being conducted, your Access Device will be blocked and the account will be closed immediately.

5. **Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Access Device or Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account through the service.

You understand that any transaction by a business owner, employee, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the transaction authority you have provided are considered

authorized transactions for which you remain fully responsible.

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, call: 541.687.2347 or (800).365.1111 Or write: Oregon Community Credit Union Attn: EFT Department P.O. Box 77002 Springfield, OR 97475

For Phone Banking, Internet Banking, Kiosk Banking and all other electronic funds transfer services: 541.687.2347 (Eugene/Springfield), 503.588.2347 (Salem), 503.295.2347 (Portland), (800).365.1111 (all other) Or write: Oregon Community Credit Union Attn: EFT Department P.O. Box 77002 Springfield, OR 97475

**6. Fees and Charges.** There are certain charges for electronic funds transfer services as set forth on the Rate and Fee Schedule. You agree to have the service fees deducted from your account on the day it is posted to your account. From time to time, the fees may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

**7. Credit Union Liability for Failure to Make Transfers.** The Credit Union shall have no liability to you for any loss, damage, cost, or expense arising out of this Agreement, except as provided by applicable law for any error or delay in performing the Services in this Agreement. We shall have no liability for not completing a transaction if we receive actual notice or have reason to believe that you have filed for bankruptcy; the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or this Agreement. We will not be liable if you fail to report any error or discrepancy reflected in a statement prepared by us or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement, our liability for damages, losses and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is beyond our control including but not limited to natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, and/or failures in communication or computer networks.

**8. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your Access Device, if:

- You or any authorized user of your card or Access Code breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Access Code or Access Device;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- You breach any provision of your Business Membership and Account Agreement.

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.

**9. 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 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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

**1. Our Privacy Pledge.** At Oregon Community Credit Union we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the Privacy Policy and practices followed by the Credit Union and our affiliate, OCCU Card Services, LLC . This notice explains what types of member information we collect and under what circumstances we may share it.

**2. Member Information We Collect.** The Credit Union collects only relevant information about members that is needed to establish and maintain your account and services as the law allows or requires us to collect. We may collect personal and financial information about you (member information), which is "nonpublic." The information we collect varies depending on the accounts and services you request and use. We collect information about you from the following sources:

**a. Applications.** We retain personal information we receive from you on any application you provide for membership, deposit accounts, EFT services, loans, financial planning, securities brokerage, or other Credit Union services. This information includes: name, address, Social Security number, birth date, phone number, employment and financial status, and credit history.

**b. Your Transactions.** Any time you make a transaction on one of your accounts, including ATM or card transactions, loan advances, or transactions through Internet Banking, over the phone, or at a branch, we retain the transaction information, including: your account number, the date, amount, location of the transaction, and other pertinent information.

**c. Credit Reports.** When we evaluate your application for an account or service, we may request a credit report about you (account owner or authorized signer) from a consumer reporting agency. We retain the personal and credit history information about you and we may use it to evaluate future account service requests.

**d. Online.** We obtain information online when you visit our website, [www.MyOCCU.org](http://www.MyOCCU.org). This includes retaining information you provide us on any online application, Internet Banking transaction, or information you send to us by email.

**3. Member Information We Share.** In order to provide financial services to you, we share certain information about

you with our affiliates and third party service providers. However, we only share information to the extent necessary to service your account or offer new services to you. If we share your information, it is with the goal of bringing you quality services, more choices and greater convenience. Information we may have about former members is generally only shared or disclosed if necessary to enforce or administer an account or as required by law.

**a. Sharing Information with Credit Union Affiliates.** Our wholly-owned affiliate, OCCU Card Services, LLC, provides credit card options. We may share personal information (such as name, address, or account number) and account information (such as type of accounts, account balances, or transaction history) with our affiliate so we can serve you more efficiently. Our affiliate maintains the same privacy standards as the Credit Union.

**b. Sharing Information with Third Party Service Providers.** In order for us to conduct our operations, including servicing your account or processing your transactions, we need to share information with our service providers, including: data processing companies, check, ATM and other payment processing companies, payment networks, loan service providers, insurance companies, collection agencies, credit reporting agencies, financial planners, securities brokerages, and financial service providers with whom we have joint marketing agreements. These service providers act on our behalf and have agreed in writing to keep the member information we provide to them confidential. We only share the types of information necessary for the specific services that we are using or that are being offered. We share the following categories of information to third party service providers:

- Personal information (name, address and account number)
- Account information (type of accounts, account balances and transaction history)
- Transaction information (dates, amounts, locations and type of transaction)

We do not sell member information nor share your account numbers with independent third party marketers for offering their products and services. While we may assist in offering financial products and services of our affiliate or other financial service providers, we control the member information used to make such offers.

**c. Sharing Information as Legally Required or Permitted.** We may share any member information of yours in response to a lawful request issued by a court, government agency, regulatory authority or as permitted by law in order to administer or enforce your account. We may also share our experience information about you with credit bureaus. Our reporting to credit bureaus is governed by the Fair Credit Reporting Act, which affords you the right to make sure that your credit bureau reports are accurate.

**4. Our Confidentiality and Security Safeguards.** We maintain strict policies and security controls to assure that member information in our computer systems and files are protected. Our employees and agents are permitted access to member information that they need to perform their job functions and to provide service to you. Our employees and agents have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees and agents are trained to respect member privacy. No one except our employees and agents has regular access to the Credit Union computer system and records storage. The Credit Union has established internal security controls, including physical, electronic and procedural safeguards to protect the information you provide us and the information we collect about you. We will continue to review our internal security controls to safeguard your member information as we employ new technology in the future.

**5. Online Privacy Protections.** At our website, [www.MyOCCU.org](http://www.MyOCCU.org), you may apply for accounts and services and you may communicate with us via email. To protect the information you provide us online, we use multiple levels of security. The application information we accept online and our Internet Banking service rely on industry standard "Secure Sockets Layer" (SSL) encryption to secure your transaction information and communication. Generally, emails are not secure. However, if we ask you to email us information other than your name, address, email address, and phone number, it will be obtained using a secure (SSL encryption) email form. When you visit our website, you can access site information without revealing your personal identity. However, in order to help us track Internet Banking session time length, we use temporary cookies. A temporary cookie is a piece of information that our web server places on your computer hard drive while you are logged on to Internet Banking. It is deleted as soon as your Internet Banking session ends. The temporary cookie will not request, require, or collect personally identifiable information and you remain anonymous. Your member information is not accessed by or stored within a temporary cookie in any way.

**6. Protecting Children's Information Privacy.** Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

**7. Privacy Policy Inquiries.** If you have any questions about our privacy practices, you may contact us by calling 541.687.2347 (or 800.365.1111, sending us an email at [requests@MyOCCU.org](mailto:requests@MyOCCU.org), or writing to us at Oregon Community Credit Union, P.O. Box 77002, Springfield, OR 97475-0146.