



» Membership & Account Agreement

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Membership and Account Agreement

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Account Card (“Account Card”). The words “we,” “us,” and “our” mean Clackamas Federal Credit Union (“credit union”). The word “account” means any one or more share accounts you have with the credit union.

The classification and form of ownership of your accounts are designated on your 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 Agreement, and the Truth in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the credit union’s Bylaws and Policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

This account consists of a transactional sub-account and a non transactional sub-account. Funds not routinely needed to pay debits may be transferred to a non-transactional sub-account. We may periodically transfer funds between these two sub-account, but this process does not impact your account in any way. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the non-transactional sub-account will be non-interest bearing. The non-transactional sub-account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of your 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.

I. Membership & Accounts

1. Membership Eligibility. To be eligible for membership in the credit union you must be an individual or entity qualifying within the credit union’s field of

membership and must purchase and maintain at least one share as required by the credit union’s Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit-reporting agencies, to verify your eligibility for the accounts and services you request.

2. Individual Accounts. An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for credit union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or payable on death (“POD”) beneficiary, if applicable.

3. USA Patriot Act. To comply with the USA Patriot Act, effective October 25, 2002, the credit union is required to verify the identity of members applying for and opening new accounts or services with the credit union. Information we are required to obtain includes; name, mailing and residence address, tax identification number, date of birth, and a copy of valid government issued photo ID. Additional information may also be gathered depending on the type of account applied for or opened. Identification and information on existing members will be gathered as they open or use additional services offered by the credit union. The Act requires us to maintain records of the identification verification and to periodically update this information. Confidentiality of the information gathered and used by the credit union will be maintained as required under the Privacy Act.

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

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent’s estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person’s interest will become the property of the surviving joint account owners. A surviving owner’s interest is subject to the credit union’s statutory lien and security

interest for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s) and the credit union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, or close an account without the consent of the other account owner(s) and the credit union shall have no duty to notify any other joint account owner(s). If the credit union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the credit union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

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

5. POD Beneficiaries. A Payable on Death (POD) designation is an instruction to the credit union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on

your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The credit union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

6. Accounts for Minors. For any account established by or for a minor, the credit union reserves the right to require the minor account owner to have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the credit union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The credit union may make payments of funds directly to the minor without regard to his or her minority. Unless the guardian is a joint account owner, the guardian shall not have any right to access the account. The credit union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown the Card. The credit union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

7. Accounts for Living Trusts. An account of a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the credit union, the trustee shall provide evidence of the trustee's authority the credit union requires. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and primary beneficiary are eligible for membership in the credit union. The credit union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the credit union in writing if a change of trustee occurs. Credit union may withhold payment of funds to any party until proper evidence of authority is provided. Credit union may rely upon the directions of any one trustee until a written notice

of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold credit union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which credit union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

8. Accounts of Businesses and Organizations. Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. By signing the Account Card, the business or organization certifies that it does not engage in Internet gambling business, and will notify the credit union before engaging in any Internet gambling business in the future. The credit union reserves the right to require the member to provide written account authorization informing the credit union who is authorized to act on its behalf. You agree to notify the credit union of any change in authority. The credit union may rely on the written authorization until such time as the credit union is informed of changes in writing and has had a reasonable time to act upon such notice. The credit union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The credit union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the credit union has actual notice of any wrongdoing.

9. Deposit Requirements. Funds may be deposited to any account in any manner approved by the credit union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference.

a. Endorsements. You authorized the credit union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorized the credit union to

supply missing endorsements if the credit union chooses to supply such endorsements. The credit union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the credit union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The credit union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the credit union due to the delay or error.

b. Collection of Items. The credit union shall not be responsible for deposits made by mail or at 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.

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

union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The credit union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the credit union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the credit union at least thirty (30) days prior to any direct deposit or pre-authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the credit union to make and apply direct deposits in accordance with your authorization on file with the credit union. If the credit union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the credit union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and credit union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at 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.

10. Account Access.

a. Authorized Signature. In order to access any account, the credit union must have an authorized signature of yours on an Account Card. The credit union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good

faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the credit union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

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

c. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the credit union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The credit union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the credit union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the credit union. You acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All entries shall be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You shall bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries. When you initiate a wire transfer, you

may identify either the recipient or any financial institution by name and by account or identifying number. The credit union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

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

e. Electronic Check Transactions.

i. *Electronic Checks.* If you authorize a merchant to electronically debit your checking account using the routing, account and serial number or 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 Ill. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

ii. *Electronic Re-presented Checks.* If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original 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 Ill. 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 on any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

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

12. Transaction Limitations.

a. **Withdrawal Restrictions.** The credit union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service

charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the credit union may allow those withdrawals for which there are sufficient available funds in any order at the credit union's discretion. The credit union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the credit union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the credit union; any required documentation has not been presented; or you fail to repay a credit union loan on time. You will be advised of the reasons for refusal if such action is taken. The credit union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of up to 60 days, as required by law, before such withdrawal.

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

13. Overdrafts.

a. **Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or

an overdraft protection plan you have with us. The available balance may be lower than the actual balance due to funds being held for debit card authorizations, and check holds as described in Section II of this Agreement. The credit union's determination of an insufficient account balance may be made at any time between presentation and the credit union's midnight deadline with only one review of the account required. The credit union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. However, the credit union will not charge an overdraft fee for covering an ATM or debit card purchase transaction unless you request such protection. Except as otherwise agreed in writing, the credit union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the credit union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. **Overdraft Protection Plan.** If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the funds from a deposit or loan account to your checking account. If you elect to have transfers from shares, funds will be transferred in the amount necessary to clear the overdrawn item. If you elect to have transfers from a line of credit account, you authorize us to access your account and transfer funds to your checking account. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a share account will be governed by this Agreement. Transfers from your line of credit account will be governed by the applicable loan agreement.

14. Postdated and Staledated Items. You authorize us to accept and pay any check, even if the check is payable on a future date and you agree that we shall have no liability to you for such payment. You also

agree not to deposit checks, drafts, or other items before they are properly payable. The credit union is under no obligation to you to pay a check or draft drawn on your account, which is presented more than six months after its date.

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

b. Duration of Order. You may make an oral stop payment order on checks, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order on checks 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. A written ACH stop pay-

ment request will be effective for the duration of time identified on the ACH stop payment request form.

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

16. 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.

17. 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 transactions; (b) circumstances beyond the credit union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The credit union will not be liable for consequential damages except liability for wrongful dishonor. The credit union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking

practices followed in the area serviced by the credit union. You grant the credit union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or credit union employees and any written form will be resolved by reference to this Agreement and applicable written form.

18. Credit Union Lien and Security Interest. To the extent you owe the credit union money as a borrower, guarantor, endorser or otherwise, the credit union has a lien on any or all of the funds in any account in which you have an ownership interest at the credit union, regardless of the source of the funds. The credit union may apply these funds in any order to pay off your indebtedness without further notice to you. If the credit union chooses not to enforce its lien, the credit union does not waive its right to enforce the lien at a later time. In addition, you grant the credit union a consensual security interest in your accounts and agree the credit union may use the funds from your accounts to pay any debt or amount owed the credit union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

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

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

disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your written permission.

21. Notices.

a. Name or Address Changes. It is your responsibility to notify the credit union upon a change of address or change of name. The credit union is only required to attempt to communicate with you only at the most recent address you have provided to the credit union. The credit union will accept notices of a change in address and any other notice from you to the credit union only if provided in writing to 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. Changes in account ownership such as adding or removing a joint account owner must be evidenced in writing. Only a primary member may remove another joint owner from the account.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The credit union will notify you of any changes in account terms, rates, or fees as required by law. 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. Notice to any one account owner is considered notice to all owners of the account.

22. Taxpayer Identification Numbers (TIN) and Backup Withholding. If your account is or becomes subject to backup withholding, the credit union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN)

or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the credit union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

23. 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 becomes property of the credit union and may not be returned to you, but copies will be retained by credit union or a payable through financial institution and made available upon your request. You understand your statements and checks are made available to you on the date the statement is mailed to you.

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

c. Examination. You are responsible for examining each statement and your check copy and reporting any irregularities to the credit union. The credit union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn or deposited to your account if you fail to notify the credit union within thirty (30) days of the mailing date of the earliest statement or delivery of

e-statements and availability of drafts containing any forgery, alteration, or unauthorized signature on the item.

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

e. Consent to Communications. By providing an email address, telephone number for a cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice 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 such address or telephone number that you provide to us now or in the future and permits such communication regardless of their 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 telephone, we may require you confirm such instructions in writing.

24. Inactive and Abandoned Accounts. If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months the credit union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. The credit union will notify you at your last known address prior to imposing any fee as required by law. Accounts will continue to incur the inactive account service fee until closed or account activity

occurs. If a deposit or withdrawal has not been made on the account and the credit union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the credit union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

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

26. 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 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) there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the credit union by oral direction or in writing. The credit union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the credit union pays a check after termination, you agree to reimburse the credit union for payment.

27. Termination of Membership. You may terminate

your membership at the credit union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the credit union.

28. Special Account Instructions. You may request the credit union to facilitate certain trust, will, or court-ordered account arrangements. However, because the credit union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the credit union to follow instructions that the credit union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the credit union may refuse to follow your instructions or may require you to post a bond to indemnify the credit union. Any item presented with a full payment legend must be presented in person to a credit union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the credit union. The credit union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the credit union.

29. 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.

30. Enforcement. You agree to be liable to the credit union for any liability, loss, or expense as provided in this Agreement that the credit union incurs as a result of any dispute involving your accounts or services. You authorize the credit union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including

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

31. Governing Law. This Agreement is governed by the Bylaws of the credit union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the credit union is located.

II. Funds Availability Policy

This policy applies only to checking accounts. Deposits to other types of accounts or deposits made through mobile deposit may be subject to longer holds in our discretion.

1. General Policy. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive

your deposit.

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

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

- We believe a check you deposit will not be paid.
- 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 are a new member, the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable

to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

6. Deposits at Non-Proprietary ATMs. Funds from deposits of any nature (cash, checks, or other items) made at an automated teller machine (ATM) that we do not own or operate will not be available until the fifth (5th) business day after the date of your deposit. ATMs that we own or operate are identified as our machines by our name and/or logo on the machine.

III. Electronic Funds Transfers

By signing the Account Card or signing or using the Check Card ("Card"), you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfer ("EFT") are electronically initiated transfers of money through automated teller machines ("ATMs") and debit card purchases involving your deposit accounts at the credit union.

1. Services.

a. ATMs. You may use your card and Personal Identification Number ("PIN") in automated teller machines within the PLUS, Interlink, VISA, or Co-op networks and other machines as the credit union may designate. At the present time, you may use your card to:

- Make deposits to your savings and checking accounts
- Withdraw cash from your savings and checking accounts
- Obtain the current balance in your savings and checking accounts

b. Debit Card. You may use your Card to purchase goods and services any place your Card is

honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the credit union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement. You may not use your Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe may be illegal or unlawful.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your Card, such as the STAR network. The credit union will honor your debit transactions processed by any of these networks.

Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and may allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

c. Point of Sale. If we approve your application for point of sale (POS) services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals.

d. Direct Deposit. Upon instruction of (i) your em-

ployer, (ii) the Treasury Department, or (iii) other financial institutions, the credit union will accept direct deposits of your paycheck or of other recurring payments, such as Social Security, to your share or checking account. You may also receive preauthorized transfers from another member's account with the credit union.

e. Pre-authorized Debits. You may make periodic direct withdrawals from your share or checking account to a particular person or company, which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.

f. Online Banking. If we approve your application for online account access, you will need a personal device connected to the Internet. The online address for online access services is www.clackamasfcu.org. You will create login credentials which will be needed to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The credit union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:

- Transfer funds among your checking and savings accounts
- Make payments from your checking or savings account to loan accounts with us
- Obtain balance information about checking and savings accounts
- Obtain transaction history on checking and savings accounts
- Pay bills online using the bill payer service

Transactions involving your share accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

g. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("electronic check transactions"). You

agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

h. Mobile Banking - Description of Services. Mobile Banking is a personal financial information management service that allows you to access account information, transfer funds, make remote deposits, make payments to merchants who have previously consented to accept payments through our Online banking services and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). You may be required to agree to additional disclosures and specific terms for using the online banking services provided when you enroll. We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the Online banking system. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. *Use of Services.* Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so,

and you use Mobile Banking in accordance with the Online instructions posted on our Web site. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking software ("Software"). In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

ii. *Relationship to Other Agreements.* You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

iii. *Mobile Banking Software Agreement.* Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download

and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Wireless Device; or (iii) our written notice to you at anytime with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Wireless Device. The provisions of Sections 3 and 4 of this Addendum shall survive revocation of the License.

iv. Your Obligations. When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

A. Account Ownership/Accurate Information.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

B. Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

C. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be

fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

F. User Security. You agree not to give or make available your Mobile Banking credentials or other means to access your account to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and credentials or other means to access Mobile Banking,

you are responsible for any transactions they authorize. If you believe that your credentials, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly.

E. Service Charges. There are no service charges for use of Mobile Banking at this time. However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

F. Additional Provisions.

A. Mobile Banking Service Limitations.

(a). Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

(b). Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network which you utilize to access Mobile Banking.

(c). You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

(d). Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

B. Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 503-656-0671 or 800-878-0671. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.

C. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, in Sections (c) and (d) of this Addendum, above, and such service providers are, for the purposes of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.

2. Service Limitations.

a. **ATM.** You may withdraw up to \$505 in any one day at an ATM (if there are sufficient funds in your account). You may make a maximum of eight (8) withdrawals in any one day. For security purposes, there may be other limits on the frequency and amount of transfers.

b. **Point of Sale (POS) Purchases.** You may make up to twenty-five (25) debit purchases at a VISA or POS terminal up to a maximum of \$1500 in any one day.

c. **Online Banking.**

i. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a savings account 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 available credit line at the time of the transfer, except as limited under other agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, 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. The credit union may not immediately receive email communications that you send and the credit union will not take action based on email requests until the credit union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Membership and Account Agreement. Contact the credit union immediately regarding an unauthorized transaction or stop payment request.

d. **Visa Debit Card.** You may make up to twenty-five (25) VISA Debit Card purchases up to a maximum of \$1500 in any one day. VISA purchases are limited to the balance available in your account. The credit union reserves the right to refuse any transaction, which would draw upon insufficient funds or 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. You are solely responsible for any disputes you may have with merchandise or services received using the VISA debit. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price,

or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

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

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

iii. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of up to 1% of the transaction amount for any card transaction made in a foreign country.

3. Security of PIN. The ATM-PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue

until you specifically revoke such authority by notifying the credit union. If you fail to maintain the security of these access codes and the credit union suffers a loss, we may terminate your ATM and account services immediately.

4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For VISA Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: (503) 656-0671 Or write to:

Clackamas Federal Credit Union
P.O. Box 2020
Oregon City, OR 97045

5. Business Days. Under this section our business days are Monday through Friday. Holidays are not included.

6. Fees and Charges. Electronic funds transfers may be subject to fees as set forth in the rate and fee schedule.

7. Right to Receive Documentation of Transfers.

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM or POS terminal will be recorded on your periodic statement. You will receive a statement monthly.

b. Terminal Receipt. You get a receipt at the time you make a transaction in excess of \$15 using an ATM or POS terminal.

c. Pre-authorized Credits. If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use online banking or you can call us at the numbers listed in Section 4 above during business hours to find out whether or not the deposit has been made.

8. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your written permission

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. In no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong ATM-PIN or you used an ATM-PIN or card in an incorrect manner.
- c. If the ATM where you are making the transfer does not have enough cash.
- d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.
- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by a system of the VISA Network or any other participating network.
- i. If there are other exceptions as established by the credit union.
- j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the credit union about its replacement.

10. Preauthorized Electronic Funds Transfer.

a. Stop Payment Rights. If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the credit union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The credit union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

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

to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

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

11. Termination of ATM and POS Services. You agree that we may terminate this Agreement and your use of your Card and POS services, if:

- a. You or any authorized user of your Card or PIN breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your Card or PIN;
- c. We notify you or any other party to your account that we have cancelled or will cancel this Agreement; or
- d. You breach any provision of your 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.

12. 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 twenty-one (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.

13. Error Resolution. In case of errors or questions about your electronic transfers, telephone us at the phone number(s) or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number (if any).
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or questions (ninety (90) calendar days for POS transaction error, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for Debit Card purchase transactions) for the amount you think is the error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of the documents (to the extent possible without violating our members' rights to privacy) relied upon to conclude that the error did not occur.

14. ATM Safety Notice. The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities:

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you

when the ATM or night deposit facility is used after dark.

- c. If another person is uncomfortably close to you at the time or your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your ATM card.
- h. Report all crimes to law enforcement officials immediately.