



MEMBERSHIP & ACCOUNT AGREEMENT

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Rights & Responsibilities



Northwest[®]
COMMUNITY CREDIT UNION

Membership & Account Agreement for Northwest Community Credit Union

Effective December 1, 2022.

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This Agreement, along with any other documents we give to you, 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 Master Membership and Account Application Card or Subsequent Account Card (“Account Card”) or approve an electronic application. The words “we,” “us,” and “our” mean the Northwest Community Credit Union (“Credit Union”). The word “account” means any one or more deposit accounts you have with the Credit Union.

By signing the Account Card or completing and transmitting an online account authorization or service request 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 Transfers and Electronic Services Agreement, Privacy Policy, Overdraft Coverage Options Disclosure, and the Truth-in-Savings Disclosures (Service Fees and Charges 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.

In the event that a dispute arises with you involving your accounts, such disputes shall be handled in a manner detailed under Dispute Resolution, Waiver of Class Action and Fees provision at the end of the agreement.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we may ask for your name, address, date of birth, source of income and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership; have a valid Social Security Number (SSN) or Tax Identification Number (TIN); pay a membership fee and must maintain a share account as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. Account Ownership & Designations

The classification and form of ownership of your accounts are designated on your Account Card. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

3. Individual Accounts

An individual account is an account owned by one depositor including any individual, trust, or other fiduciary relationship 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 beneficiary, if applicable.

4. Joint Accounts

An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives an Account Card signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply.

- a. **Joint Ownership.** Joint owners are not members unless they are eligible and qualified as members. Any joint owner on a share account is authorized as joint owner on all deposit sub-accounts under that membership, unless all owners otherwise designate on a signed Account Card.
- b. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights 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.
- c. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. The Member may, by written order, remove any joint owner of any account. Joint owners may, by written order, remove themselves from any account. 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, 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.

d. **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 fees, 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 by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights 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 minor account owner shall have a joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Account Card. The Credit Union shall not change the account status, but will change the account type, when the minor reaches age eighteen (18). When the minor reaches age 18, he or she may change account ownership by executing a new Account Card.

7. **Fiduciary Accounts**

A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship, or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the

Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of account owner.

8. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Service Fees and Charges schedule. All accounts are non-assignable and nonnegotiable to third parties. 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 warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

- a. **Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. 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 between the top edge and 1 inch 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. 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.

- 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 fee 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 preauthorized 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 Sundays, and Credit Union holidays will be credited to your account on the next business day. See NWCU.com for deposit cutoff times at unstaffed facilities. Deposits received at unstaffed facilities are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. You waive any notice of non- payment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

9. Account Access

- a. **Authorized Signature.** 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 open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. 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 which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), integrated teller machines (ITMs), debit card, in person, by mail, automatic transfer, eBanking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any

loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. *Electronic Check Transactions.*

i. *Electronic Checks.* If you authorize a merchant to electronically debit your checking account using the routing number, 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 your Electronic Services 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, any 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 Service subject to the terms of your Electronic Services 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 proper notice or affidavit from you within the 15-day period, we will re-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 re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

iii. *ACH & Domestic 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. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account 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. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E. ACH transactions are governed by the rules of the

National Automated Clearing House Association. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within 15 days after we send, or make available to you, the statement containing that entry. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

- d. **International ACH Transactions.** You understand that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC Rules”). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.
- e. **Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

10. **Account Rates and Fees**

The Credit Union’s payment of interest on any account is subject to the account rates, fees, service charges, earnings, payment and balance requirements as set forth on the Service Fees and Charges schedule. You agree the Credit Union may impose fees for the deposit account services provided by the Credit Union. A current Service Fees and Charges schedule has been provided to you separately. You agree the Credit Union may change the Service Fees and Charges schedule from time to time and you will be notified of such changes as required by law. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this Agreement is intended to vary our duty to act in good faith and with ordinary care when 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.

11. **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 (subject to a service fee as set forth in the Service Fees and Charges schedule). Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Service Fees and Charges 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. The Credit Union processes checks and items as follows: (i) checks are paid with the least items paid first, (ii) for ACH items, credits are processed first and ACH debits processed second with the least items paid first, and (iii) debit card transactions are paid in the chronological order they are received. 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 pay 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 not less than seven (7) days and up to sixty 60 days, as required by law, before such withdrawal.

12. 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/ITM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay a return item fee. We may charge a fee each time a check or item is submitted or resubmitted for payment and returned. Therefore, you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits. If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, Northwest Community Credit Union will charge an Insufficient Funds (NSF) Fee each time it returns the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item Northwest Community Credit Union may pay the item, and, if payment causes an overdraft, charge an Insufficient Funds (NSF) Fee.
- b. **How We Process Checks & Items.** The Credit Union may authorize a transaction when you use your card to conduct transactions with merchants or POS facilities. For purposes of determining an overdraft, the Credit Union's determination of an insufficient account balance is made according to the available balance at the time the check or item is presented to us, which may be later than the time you conduct the transaction or receive a transaction authorization request. Overdrafts will be determined based on check posting order (see 11.a. above) and the available balance in your account at the time of presentment. However, the Credit Union has no control over the timing when checks or other items are presented. Your available balance may be lower than your actual balance due to funds held for pending debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. Also, any overdraft or returned item fees imposed on your account will decrease your available and actual balance. You can view your available balance through eBanking and at ATMs/ITMs to avoid an overdraft. Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect whether or not an overdraft occurs. (See 11.a., above.)

- c. *Savings Overdraft Transfers.* If you qualify and you authorize us, we will enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. There is an overdraft transfer fee from a savings account. Savings accounts are subject to transfer limitations and excess item fees as set forth on the Service Fees and Charges schedule. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing.
- d. *Line of Credit Overdraft Transfers.* If you have a line of credit account with us and you authorize us, we will enroll you for overdraft transfers from your line of credit account. If you have available credit, you authorize us to automatically transfer funds to cover any overdraft on your checking account. There is an overdraft transfer fee for this transfer service as set forth on the Service Fees and Charges schedule, and interest will begin to accrue on the amount from the date of any advance. You may opt out of the line of credit overdraft transfer service at any time by notifying us verbally or in writing.
- e. *Overdraft Protection Services.* We offer discretionary overdraft services (Overdraft Advantage and Extended Coverage) to cover overdrafts on your checking accounts. Overdraft Advantage is offered to all eligible consumer checking account owners, who qualify and remain in good standing with the Credit Union. An overdrawn balance must be repaid within 32 days. We may not pay items under your Overdraft Advantage if you do not maintain your account in good standing by bringing your account to a positive balance within every 30 day period for a minimum of 24 hours, if you default on any loan or other obligation to Northwest Community CU or if your account is subject to any legal or administrative order or levy.
- i. *Discretionary Service.* The Credit Union offers Overdraft Advantage to eligible consumer checking account owners who qualify. Overdraft Advantage is provided to qualified accounts automatically for checks, ACH, and online transactions; and you have the option to opt-out of the service at any time. Extended Coverage will be provided for ATM and debit card transactions only if you request it be added to your account. By expressly requesting this service (“opt-in”), you agree to the terms and conditions of this service as outlined by the Credit Union. Under Overdraft Protection services, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient 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. This Overdraft Protection service 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. We have no obligation to notify you before we pay or return any item.
- ii. *Overdraft Transactions Covered.* Subject to the opt-in requirement set forth above, if on any day you do not have “available” funds in your account, the following transactions, which may result in an insufficient or negative balance (“overdrafts”), may be covered under our service: checks, debit card transactions, online or other Electronic Services, 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, in accordance with our normal operating procedures for such checks, items or transactions (see 11.a. above for transaction posting order). Available funds means the actual account balance less amounts you may have authorized with debit card transactions or deposits held under our Funds Availability Policy. You may view your available balance in eBanking or by calling the Credit Union.

iii. Overdraft Limit/Available Balance. If you qualify, the Credit Union may pay overdrafts up to a limit determined by your individual account activity and account type. Ask a representative for detail about your limit. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. 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, ITM, or POS facilities, through online services or on your periodic statements.

iv. Overdraft Fees. There is an Insufficient Funds (NSF) Fee for each overdraft check or item we pay or return, as disclosed on the Service Fees and Charges schedule. Overdraft fees are imposed based upon your available balance, not your actual balance. These fees may be amended as set forth in our Service Fees and Charges schedule. There is no limit to the number of overdrafts that could be paid on any one day.

v. Member Payment 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 payment of the overdraft balance. If you fail to pay your overdraft balance within 10 days we may immediately suspend the Overdraft Protection. Accounts may be closed for failure to pay overdraft balances and we will report account closures to consumer reporting agencies.

vi. Member Opt-Out Right. We offer the Overdraft Service 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 the Overdraft Service at any time by notifying us verbally or 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 Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

vii. Credit Union Contact. For any questions or to exercise your opt-out right from the Overdraft Service, contact the Credit Union at (800) 452-9515 or write Northwest Community Credit Union, P.O. Box 10607, Eugene, OR 97440.

13. Postdated and Stale-dated Checks

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 to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. 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 drawn on your account which is presented more than six (6) months after its date.

14. 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, eBanking, Mobile Banking 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 business 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 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 which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order on a check or an ACH transaction will continue for 6 months from the date of request unless the account holder withdraws or renews the order for additional periods, in writing, or until payment of the entry has been stopped, whichever occurs first. The account holder may renew this request when the six-month period has expired by completing a new Stop Payment Request Order.
- c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Service Fees and Charges 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.

15. Credit Union's Liability for Errors

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages but not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control

prevents the transaction; (c) your loss is caused by your negligence including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account are 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 nonactions 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.

16. 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.

17. 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.

18. 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.

19. 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 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, in person, by telephone, by

eBanking, or secure messaging. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Service Fees and Charges schedule.

- 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 require written consent of all account owners for a change of ownership, such as adding a joint owner. Only a member may remove another joint owner from the account. 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. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. 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.
- d. **Negative Information Notice.** We may report information about your loan, share or deposit accounts to consumer reporting agencies. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- e. **Consent to Communications.** By providing an email address, telephone number for 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 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 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 to confirm such instructions in writing.
- f. **Contact Authorization.** By providing your telephone and email information to the Credit Union, you expressly authorize the Credit Union to contact you at any telephone number or email address you entered, so we can assist you with your account and account services or take measures to prevent fraud on your account. You agree the Credit Union may use automatic telephone dialing systems in connection with calls made to any telephone number you entered, even if the telephone number is assigned to a cellular telephone service or other service for which the called party is charged. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

20. **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, 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 delay the opening of your account.

21. Statements

- a. **Contents.** If the Credit Union provides a statement for your account, and you have elected to receive your statement electronically, a periodic statement of all transactions and activity on your account during the statement period will be digitally available to access, review, print, and otherwise copy or download within seven (7) business days following the first day of the month for the previous month's statement. Visa Credit Card Statements will be available on or about the fifteenth of each month for the previous billing cycle. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account.
- b. **Service Charge for Paper Statements.** If you have not elected to receive your statement electronically, you will receive a mailed paper statement. A service charge for a printed, mailed statement will be withdrawn from your share savings account on the last day of the month as set forth in the Service Fees and Charges schedule. If there are insufficient funds, the service charge will be taken from any and all available funds in any account in which you have an ownership interest, regardless of the source. In addition, any collateral title you have used to secure a loan with the Credit Union may be held to secure unpaid fees or charges, now or in the future.
- c. **Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union.
- d. **Notice to the Credit Union.** See the Electronic Services Service Agreement (Liability on Business or Consumer Accounts) for specific timely notice requirements for examining eStatements and notifying us of statement errors or unauthorized electronic funds transactions within time periods identified for electronic transactions. 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. For check disputes, the Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if: (i) You fail to notify the Credit Union within 30 days of mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item or (ii) any items are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.
- e. **Check Copies.** For checking accounts, you understand that when paid, your original check (or any substitute check) becomes the property 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. You understand your statements and checks are made available to you on the date the statement is mailed to you. You agree to pay the charge of check copies as set forth in the Service Fees and Charges schedule.

22. Dormant and Abandoned Accounts

If you have an account that you have not made a withdrawal from, deposit to, renewal of, or transfer involving your account for more than twelve (12) months, the Credit Union may classify your account as inactive and may charge a dormant account service fee as allowed by applicable law and set forth on the Service Fees and

Charges schedule. If your account is classified as inactive and the Credit Union has been unable to contact you by regular mail during this period, the Credit Union may classify your account as dormant and may charge a dormant account service fee as allowed by law and set forth on the Service Fees and Charges schedule. Thereafter, interest will not be paid on the account if the balance falls below any minimum balance requirement. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or the Credit Union has had no other contact with you within 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

23. [Death of Account Owner](#)

For members who are Oregon residents, you irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten 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.

24. [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 plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business; or any owner or authorized user causes the Credit Union to suffer a loss. 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, debit, or other item after termination, you agree to reimburse the Credit Union for payment.

25. [Termination of Membership](#)

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your

other accounts, or if you fail to comply with the Credit Union policies, procedures, or Bylaws; conduct yourself in a threatening or abusive manner to Credit Union personnel; or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint account owner on another account.

26. 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. You and any surviving owner or beneficiary 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 designation 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 or otherwise 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 must be evidenced by a signed Account Card and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written Power of Attorney on record at the Credit Union. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or image copy is as valid as an original document.

27. Enforcement & Liability

You agree, for yourself, and the person or entity you represent if you sign as a representative of another, to the terms of any account and the Service Fees and Charges schedule. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you agrees to be jointly and severally (individually) liable to the Credit Union for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your account. This liability is due immediately and can be deducted directly from the account. You have no right to defer payment of this liability, and you are liable regardless of whether or not you benefitted from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without 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.

28. [Governing Law](#)

Our Bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. 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 the state in which you reside, as applicable, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides if required by law. 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.

29. [Dispute Resolution, Waiver of Class Action and Fees.](#)

Unless otherwise not enforceable by applicable law, you agree to the following:

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

[Agreement to Arbitrate Disputes.](#) Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Deposit Accounts (share accounts) and the electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the "FAA").

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

Disputes Not covered by Arbitration. The only exceptions to arbitration of Claims is that both you and we have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items and any unpaid account obligations. This exception applies if the Claim is in that court's jurisdiction and proceeds on an individual basis.

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

The Arbitration Proceeding. The arbitration must be filed with one of the following neutral arbitration forums and must follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If You initiate the arbitration, You must notify Us in writing at: Northwest Community Credit Union, PO Box 10607, Eugene, OR 97440 Attn: Loss Mitigation.

If We initiate the arbitration, We will notify You in writing at Your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association

1-800-778-7879 (toll-free)

www.adr.org

JAMS

1-800-352-5267 (toll-free)

www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court in Your state closest to Your home address, unless the parties agree to a different location in writing.

Administration of Arbitration. The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Your or we may choose to have a hearing and be represented by counsel. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Costs. The party initiating the arbitration shall pay the initial filing fee. If You file the arbitration and an award is rendered in Your favor, We will reimburse You for Your filing fee. If there is a hearing, We will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in

accordance with the rules of the arbitration forum. However, We will advance or reimburse filing and other fees if the arbitrator rules that You cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

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

Severability, Survival. These arbitration provisions shall survive (a) termination or changes to Your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your Accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.

Applicability. The requirement of arbitration will not apply to Your Account as long as You are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

Right to Reject this Resolution of Disputes by Arbitration. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of your initial Account opening or the receipt of this notice, whichever is later. To opt out, send us written notice including the following information: (i) Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject the Resolution of Disputes by Arbitration provision, and (ii) You must send Your written notice to Us at the following address: Northwest Community Credit Union, PO Box 10607, Eugene, OR 97440 Attn: Risk Management.

Acceptance of Arbitration and Class Action Waiver. By your receipt of our Notice and a copy of this Binding Arbitration and Class Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above Resolution of Disputes by Arbitration provision for all of your Accounts and effective immediately your Accounts will be bound by this Resolution of Disputes by Arbitration provision.

II. FUNDS AVAILABILITY POLICY

1. General Funds Availability Policy

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law.

For checking accounts, our general policy is to make funds from your deposits available to you on the same business day after the day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. For determining the availability of your deposits, a business day, excepting federal holidays, is defined as Monday through Friday. If you make a deposit before 5:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 pm or on a day that 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 (e.g., large checks without available funds or third party checks), funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

3. Holds on Other Funds

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

4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,525 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of Credit Union communications or data systems.

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 seven (7) business days after the day of your deposit.

5. Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, 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. Mobile Deposits

At the Credit Union's discretion, we may allow members to make mobile deposits. Mobile Deposits will generally be available on the day of the deposit subject to the requirements and holds as set forth above. For purposes of the cut-off period and availability of mobile deposits, the day of deposit is the day the Credit Union receives the check image from you and converts the check data for transmission to the payer bank. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that funds will be available. We reserve the right to impose additional holds to protect against fraud losses.

III. ELECTRONIC FUNDS TRANSFERS (EFT): YOUR RIGHTS AND RESPONSIBILITIES

By establishing and using an electronic funds transfer service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning electronic funds transfer services offered to you by the Credit Union and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money including, but not limited to direct deposits, automated teller machines ("ATMs"), integrated teller machines ("ITMs"), Point of Sale ("POS") terminals, Visa Debit Card, eBanking, Mobile & Text Banking, Bill Pay and Touch Tone Teller transfer service involving your deposit accounts at the Credit Union. The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary accountholder may enroll in the Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is the primary accountholder and is authorized to enroll in the Service. Anyone using the Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Electronic Services may be established by any authorized user of the account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through the EFT Services. You may not use any EFT services for any illegal or unlawful transactions, and we may decline to allow any transaction that we believe poses an undue risk of illegality or unlawfulness.

1. Electronic Funds Transfer Services (EFTs)

- a. **ATM/ITM Transactions.** You may use your ATM card (Card) and Personal Identification Number (PIN) in automated teller machines of the Credit Union, integrated teller machines (may offer additional authentication methods), and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts (subject to eligibility based on account type):
- Withdraw cash from your savings, or checking accounts.
 - Transfer funds between your savings, checking accounts or loan accounts.
 - Make account balance inquiries.
 - Make deposits to your savings, or checking accounts (Northwest Community Credit Union ATMs/ITMs and select ATMs within the CO-OP Network).

The maximum amount that you may withdraw from ATMs on any one day is \$300 with an ATM card or \$500 with a Visa Debit Card if there are sufficient funds in your account, unless we inform you of other limits. You may withdraw from ITMs on any one day up to \$3,000.00 with a Visa Debit Card or other authentication method where available, unless we inform you of other limits. Weekends and holidays are treated as one day. If you enter your PIN number more than three (3) times in one day, your card will not be accepted by the ATM on the fourth attempt. You may be charged a fee as set forth on the Service Fees and Charges schedule. Funds deposited in ATMs/ITMs will be available for withdrawal immediately in the amount of the deposit or \$225, whichever is less. Funds exceeding these limits will be available after one business day from date of deposit, subject to our funds availability policy, the terms of which may change from time to time.

- b. **Visa Debit Card.** You may use your Visa Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service or may terminate all services under the Agreement. There is no limit on the number of POS purchase transactions you may make by Card during a statement period. 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 in the account.
- c. **eBanking and Mobile Transactions.** eBanking and Mobile Transaction types and limitations, including Bill Payment, External Transfers, Touch Tone Teller, Text Banking, and Northwest Pay can be found in the Online/Mobile Banking Agreement provided at the time of eBanking enrollment, and at nwcu.com/electronic-services-agreement

2. Conditions of Card and Account Use

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

- a. **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. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. **Security Access Code.** The personal identification number (PIN) or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.
- d. **Foreign Transactions.** Purchases and cash advances made in foreign countries will be billed to you in US 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. If there is a currency conversion, you will be charged a foreign transaction fee of 1% of the transaction amount for any card transaction made in a foreign country.
- e. **Illegal Use of Internet Gambling.** You agree that all transactions that you initiate by use of your Visa Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Visa Debit Card.
- f. **Non-Visa Checking Transactions Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-Debit Network* (a non-Visa network) using a PIN. The non-Visa debit network(s) for which such transactions are enabled are the STAR Network. Examples of the

types of actions that you may be required to make to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in the Section 3 Member Liability will apply. Visa rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

3. Member Liability

You are responsible for all transfers you authorize using 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. For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using any electronic services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. **Notify us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.** For Debit Card transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you promptly notify us and were not fraudulent in handling your Debit Card and you provide us with a statement regarding your unauthorized Debit Card claim, otherwise the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you notify us within two business days after you learn of the loss or theft of your card or code, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized line of credit transactions through an EFT service is \$50. Also, if your statement shows transfers that you did not make including made by debit card, access code or other means, notify us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (e.g., a long trip or a hospital stay) kept you from telling us, we will extend the time periods. **Contact us in the event of an unauthorized transfer:** 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: (800) 452-9515 or write Northwest Community Credit Union, P.O. Box 10607, Eugene, OR 97440. You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

4. Business Days

For the purposes of this section, our business days are Monday through Friday. Holidays are not included.

5. Fees

There are certain fees for electronic fund transfer services as set forth in the Service Fees and Charges schedule, which has been provided separately to you. From time to time, the fees may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may not use the Card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. If you conduct a Debit Card transaction and you have provided an opt-in for Extended Coverage or are enrolled in Overdraft Advantage or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an Overdraft Advantage Fee as set forth in the Service Fees and Charges schedule.

6. Right to Receive Documentation & Confidentiality

- a. **Periodic Statements.** Transfers and withdrawals transacted through any electronic funds transfer will be recorded on your periodic statement provided electronically or by mail. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may opt-in to receive eStatements electronically. Mailed paper statements are subject to a service charge (effective September 30, 2019), as set forth in the Service Fees and Charges schedule. You understand and agree that statements are made available to you on the date they are mailed to you or an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in eBanking.
- b. **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source, you can find out whether or not the deposit has been made by calling (800) 452-9515 or write Northwest Community Credit Union, P.O. Box 10607, Eugene, OR 97440.
- c. **Terminal Receipt.** You will be offered a receipt at the time you make any ATM transaction (except inquiries) involving your account using an NWCUCU ATM. Non-NWCUCU ATMs and/or POS terminal, and merchants should offer a receipt in excess of \$15.
- d. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or the electronic fund transfers you make in the following limited circumstances:
 - As necessary to complete transfers,
 - To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant,
 - To comply with government agency or court orders, and

- If you give us your express permission.

7. [Preauthorized Electronic Fund Transfers](#)

- a. **Cancellation Rights.** If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.
- b. **Notice of Varying Amount.** If these regular payments may vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.
- c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Service Fees and Charges schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the 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.

8. [The Credit Union's Liability for Failure to Make Transfers](#)

If we do not complete a transaction to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If you used the wrong account or Password; or you have not properly followed any applicable service or Credit Union user instructions for making Bill Pay, eBanking or Mobile Access transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.

- If, through no fault of ours, a Bill Pay, eBanking or Mobile Access transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

9. [Suspension and Termination of Electronic Fund Transfer Services](#)

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. You agree that we may terminate this Agreement and your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code. 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.

10. [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.

11. [EFT Billing Errors on Consumer Accounts](#)

For consumer accounts, in case of errors or questions about your electronic funds transfer transactions under this Agreement, telephone us at the phone number or write us at the address set forth above as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

- Provide your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Identify 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 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your

complaint or question. If we decide to do this, we will credit your account within five (5) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If you have questions about your account including check transactions, it is your responsibility to examine your statements and notify us of errors as governed by your Membership and Account Agreement.

12. [ATM/ITM Safety Notice](#)

The following information is a list of safety precautions regarding the use of ATMs, ITMs, and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone with you when the ATM, ITM, or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM, ITM, 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.
- If you notice anything suspicious at the ATM, ITM, or night deposit facility, consider using another ATM, ITM, 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/ITM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number on your ATM/ITM access device or keep in your purse or wallet.
- Report all crimes to law enforcement officials immediately.