



OREGON COMMUNITY CREDIT UNION BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

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

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

I. BUSINESS MEMBERSHIP AND ACCOUNTS

1. **Membership eligibility.** To be eligible for membership in OCCU you must be an individual or entity qualifying within OCCU's field of membership and you must satisfy the membership requirements set forth in OCCU's bylaws. You authorize us to check your account, credit and employment history, and obtain credit reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request or for collection purposes.
2. **Membership account.** This Account may consist of transactional (i.e., checking account) and non-transactional (i.e., savings or money market account) sub-accounts. Funds not routinely needed to pay debits (often and only made from a transactional sub-account) may be transferred to a savings sub-account. You/we may periodically transfer funds between these two sub-accounts. If your Account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts as indicated on the Business Account Rate and Fee Schedule. This process will not affect your available balance, the interest you may earn, National Credit Union Administration (NCUA) insurance protection, your monthly statement, or any other features of this Account.
3. **Accounts of businesses and organizations.** Accounts are designed for a business purpose. Accounts may not be used primarily for personal, family or household purposes. OCCU reserves the right to require the member to provide a Business Signature Card informing us who is authorized to act on behalf of the business or organization. You agree to notify OCCU of any change in authority. OCCU may rely on the written authorization until such time as we are informed of changes in writing and have had a reasonable time to act upon such notice. OCCU may require that third-party checks payable to a business may not be cashed but must be deposited to a business account. OCCU shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless we have actual notice of any wrongdoing.
4. **Deposit requirements.** Funds may be deposited to any account in any manner approved by OCCU in accordance with the requirements set forth in this Agreement and on the Business Account Rate and Fee Schedule. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account that you maintain with us. All accounts are non-assignable and non-negotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the Share Certificate Receipt, if applicable, for each account, which is incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify OCCU for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
5. **Endorsements.** You authorize OCCU, at our discretion, to accept transfers, checks and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize OCCU to supply missing endorsements if we choose to supply such endorsements. If you deposit an item that bears the endorsement of more than one person or persons who are not known to us, we may refuse the item, require all endorser to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. OCCU reserves the right to verify all endorsements on third-party checks presented for deposit either in person or by comparison with member signature files. If insurance, government and certain other checks require an endorsement as set forth on the back of the check, OCCU may require said endorsement. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. OCCU may accept checks with endorsements outside this space, however, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing, you will be responsible for any loss incurred by OCCU due to the delay or error.
6. **Cashing checks.** You should not use your account to cash checks for others who are not known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g. because it is counterfeit or fraudulent). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.
7. **Verification and collection of items.** OCCU shall not be responsible for deposits made by mail or at an unstaffed facility until we actually receives them. In handling items for deposit or collection, OCCU only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. OCCU will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. OCCU reserves the right to send any item for collection. Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it was returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.
8. **Items sent for collection.** We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the account) during normal business.
9. **Final payment and ACH provisional credits.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. This means that they may be revoked prior to final settlement. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If OCCU incurs any fee to collect any item, we may charge said fee to your account. OCCU reserves the right to refuse or to return all or any items or funds transfer. OCCU shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.
10. **Direct deposits.** OCCU may offer direct deposit options allowing you to preauthorize deposits (i.e. payroll checks, Social Security or retirement checks, or other government checks) or transfers from other accounts at OCCU. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify OCCU at least thirty (30) days prior to any direct deposit or preauthorized transfer if you



wish to cancel or change the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and OCCU to make and apply direct deposits in accordance with your authorization on file with us. If OCCU is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree OCCU may deduct the amount returned from any of your accounts, unless prohibited by law.

11. Crediting of deposits. Deposits made at an OCCU facility after its cutoff time or on days other than credit union business days will be credited to your account on the next business day. Refer to II. Funds Availability Policy below for our deposit cutoff time. Electronic deposits and ATM deposits will be credited when received and processed. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by OCCU. Items drawn from an institution located outside the United States are handled on a collection basis only funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor or protest regarding any items purchased or received by OCCU for credit to your account or for collection. We reserve the right to pursue collection of previously dishonored items at any time.

12. Account access.

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

b. Access options. You may make withdrawals or transfers from your account in any manner which is permitted by OCCU (i.e., check, automated teller machines [ATMs] or debit card [Access Device], in person, by mail, automatic transfer, telephone, online banking and mobile banking). If OCCU accepts any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by OCCU for handling the draft. OCCU may return as unpaid any check that is not drawn on a form provided by us.

c. ACH and wire transfers. If offered, you may initiate or receive credits to or debits from your account via wire transfer or Automated Clearing House ("ACH") transfer. You agree that if you receive funds by a wire or ACH transfer, OCCU is not required to notify you at the time the funds are received; the transfer will be shown on your periodic statement. However, OCCU will notify you if it is believed you knowingly engaged in a wire transfer or ACH transfer involving unlawful internet gambling. OCCU will investigate this occurrence based on our Unlawful Internet Gambling Enforcement Act procedures (UIGEA), and if it is determined such activity was knowingly engaged in through this account, the account will be terminated. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. OCCU (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA).

d. Credit Union examination. OCCU may disregard information on any check including references to dual signature requirements, other than the signature of the drawer and amount of the item and any magnetic encoded information. You understand and agree OCCU does not offer dual signatures of drawers on your checking account and we will not stop or decline to pay any item drawn on the signature of one authorized drawer. You agree OCCU does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

e. Electronic check transactions.

- Electronic checks. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to the terms of Section III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just as we would a regular written check.
- Electronic re-presented checks. If you write a check that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent

holder of the check may re-present the check to us, through an electronic instruction ("electronic re-presented check"), to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of Section III. Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account credited again due to a prior stop payment order or if the item is otherwise ineligible for collection.

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

14. Transaction limitations.

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



presentation of account ownership/access records for any withdrawal or account closure. At our discretion, we may require signatures of all authorized representatives for the withdrawal of funds and/or closing of an account. We may require non-members/customers to present us with suitable identification, including photo identification and the collection of an address and phone number, in connection with the cashing of business checks at one of our branches. OCCU 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 days and up to 60 days, as required by law, before such withdrawal. Cash withdrawals at any branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a cashier's check. We assume no responsibility to provide personal protection for clients who elect to carry large sums of currency off our premises. For Certificate Accounts, unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing Certificate Account. Early withdrawals may be subject to a penalty.

b. Transfer limitations. From savings and money market accounts, you may make unlimited preauthorized, automatic, telephone, internet/mobile or audio response transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with OCCU to pay a third party from the business account upon oral or written orders, including orders received via ACH. There is no limit on the number of transactions you may make in the following manner:

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

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

16. Overdrafts.

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

b. How we process checks and other items. OCCU may authorize a transaction when you use your Access Device to conduct transactions with merchants or POS facilities. OCCU processes checks and items as follows: (i) checks and items are paid in the order they are presented to us, (ii) ACH: credits are processed first and debits processed second, and (iii) debit card transactions are paid in the chronological order they are received. For purposes of determining an overdraft, the OCCU's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction or we receive a transaction request. Overdrafts will be determined based on the available balance in your account at the time of presentation. However, OCCU has no control over the timing when checks or other items are presented. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and 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 balances. You can view your available balance through online banking and at ATMs to avoid an overdraft. Transactions may not be presented in the order in which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs.

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

d. Transfers from a savings account. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from your savings account or other accounts as you designate, to bring the current balance of your checking account to \$0.00. If you have enough funds in your savings account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection option applies, we will return the check or item unpaid. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

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

a. Terms & conditions of EOD. Extended overdraft will be provided under the following terms and conditions.

i. **Discretionary coverage.** We are not obligated to pay any check or item presented for payment if your account does not contain sufficient available funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. Extended overdraft is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

ii. **Transactions covered.** If on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under EOD: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, preauthorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

iii. **Available balance.** Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits and holds for pending transactions (such as debit card purchases) that OCCU has authorized but have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds, even if the actual balance exceeds the amount of the item.

iv. **EOD limit and balance.** We may pay overdrafts up to at least the default limit of \$750 on Launch Business Checking accounts if your account is otherwise eligible for EOD. OCCU's fees and charges, plus the amount of each paid check or item, will be included in this limit. Your EOD limit will not be included or reflected in your actual or "available balance" provided by a teller, at ATM or POS facilities, through online services or on your periodic statement. At OCCU's discretion, we may increase your limit from time to time based on your relationship with us. Also, at OCCU's discretion, we may decrease your limit to the default limit mentioned above or eliminate your limit completely without notice to you.

v. **Fees.** We impose fees for payment of items through EOD as set forth on the Business Account Rate and Fee Schedule. If we do not pay the overdraft, we may charge a non-sufficient funds fee each time we return a check or other item. If you have excess overdraft activity, we will notify you in writing or other reasonable means to consider discontinuing EOD. These fees may be amended as set forth in our Business Account Rate



and Fee Schedule.

- vi. Member repayment responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 35 days of notice from us, we may immediately suspend EOD. Accounts may be closed for failure to repay overdraft balances and we may report unpaid balances to consumer reporting agencies.

b. **Member opt-out right.** We offer the EOD as a service and convenience for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. You may opt out of EOD at any time by notifying us. You understand that by opting out of EOD, we may refuse to pay a check or item that is presented against an insufficient balance on your account and you will be responsible for any non-sufficient funds fees pursuant to the Business Account Rate and Fee Schedule. You are still responsible to pay any overdraft, even if you have opted out of EOD.

c. **OCCU contact.** For questions, to opt in for EOD on your ATM and every day debit card transactions or to exercise your right to opt out from EOD, call us at: 800.365.1111 or write to us at:

OCCU, PO Box 77002, Springfield, OR 97475-0146

18. **Postdated and stale dated items.** You authorize OCCU to accept and pay any check, even if the check is presented for payment before its date, unless you notify us of the postdating. Your notice will be effective only if we receive the notice in time for us to notify our employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that exact information is necessary for OCCU's computer system to identify the check. If you give OCCU incorrect, incomplete or untimely notice, we may charge your account as of the date we pay the item. You may make an oral notice, which will lapse within 14 days unless continued in writing, within that time. A written notice will be effective for six months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks or other items before they are properly payable. OCCU is under no obligation to pay a check drawn on your account which is presented more than six months after its date.

19. Stop payment orders.

a. **Stop payment request.** You may ask OCCU to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks, the stop payment will be effective if OCCU receives the order in time for us to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH, and the number of the check or originator of the ACH debit. If you give OCCU incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for OCCU to act upon the order, we 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 OCCU, and to assist us in legal action taken against the person.

b. **Duration of order.** You may make an oral stop payment order that will lapse within 14 calendar days unless continued in writing within that time. A written stop payment order will be effective for six months. A written stop payment order may be renewed in writing from time to time. OCCU is not obligated to notify you when a stop payment order expires.

c. **Liability.** OCCU may charge a fee for each stop payment order, as set forth on the Business Account Rate and Fee Schedule. If you request us to stop payment on any cashier's check, or any other check or payment guaranteed by OCCU, we will require your indemnification as a condition to such a request. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including OCCU, who is a holder of the item despite the stop payment order. You agree to indemnify and hold OCCU harmless from all costs, including attorney's fees, damages or claims related to OCCU's action in refusing payment of an item, including claims of any multiple party account owner, payee or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

20. **Lost items.** OCCU, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become

lost in the collection process.

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

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

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

24. Notice of account ownership, address and authorized signers.

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

b. **Notice of amendments.** Except as otherwise prohibited by applicable law, the terms of the Agreement are subject to change at any time. OCCU will notify you of any changes in account terms, rates or fees as required by law. Changes in account ownership and authorized signers must be evidenced in writing. You agree that oral instructions are binding and agree to hold OCCU harmless from any liability arising as a result of such instructions. OCCU reserves the right to waive any term in this Agreement. Any such waiver shall not affect OCCU's right to enforce any right in the future.

c. **Effect of notice.** Any written notice you give to OCCU is effective when it is actually received by us. Any written notice OCCU gives to you is effective



when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address or for email communications, when the email is sent to the most recent email address we have on file for you. Notice to any one account owner or authorized signer is considered notice to all owners and authorized signers of the account.

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

25. Inactive and dormant accounts.

- a. **Inactive accounts.** If you have an account and you have not made contact with OCCU or have not made a deposit to, withdrawal from, or transfer to or from it for one year or more, we may classify the account as inactive and may charge a fee as allowed by applicable law and set forth in the Business Account Rate and Fee Schedule. Account(s) with an inactive status may have access restrictions until account(s) are no longer inactive. Accounts will continue to incur fees until closed by the owner or authorized signer, or OCCU. You authorize us to transfer funds from any available account of yours to cover the fees, if necessary.
- b. **Dormant accounts.** If you have an account that has been inactive as defined above, and OCCU has had no other contact with you for three years as defined and required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted to the appropriate state in accordance with state law. Once funds have been turned over to the appropriate state, OCCU has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

26. Statements.

- a. **Contents.** If OCCU provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of OCCU and may not be returned to you. You agree to keep a copy 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 copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand statements and checks are made available to you on the date the statement is mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that they are made available on the date you are notified of their availability. You also understand and agree that drafts or copies including electronic images, if applicable, are made available to you on the date the statement is mailed to you or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement. If you fail to provide us with a correct address or we are otherwise unable to locate you to deliver your statement, we may suspend mailing statements.
- b. **Examination.** You are responsible for examining each statement and reporting any irregularities to OCCU. OCCU will not be responsible for any forged, altered or unauthorized item drawn on your account if: (a) you fail to notify OCCU within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature.
- c. **Notice of OCCU.** You agree that the OCCU's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and OCCU will not be liable for any payment made or charged to your account unless you notify us

in writing within the above time limit after the statement and checks are made available to you.

- d. **Electronic statements (eStatements).** If you have elected to receive your statement electronically, your statement will be available through the online and mobile banking service to access, review, print, and otherwise copy or download on the fifth of each month for the previous month's statement as disclosed in your online statement agreement.
27. **Federal taxes.** In some circumstances, the ownership and survivorship structure of your accounts, the type of account or service you are using, or other factors related to your OCCU accounts and services may have an impact on your taxes or estate planning needs. Although we may provide information about tax implications of accounts or services, we do not provide tax advice or legal advice, and information we provide should not be construed as such. Please consult your tax or legal advisor as appropriate to ensure that your tax and estate planning needs are met.
28. **Termination of account.** OCCU may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts including any restricted transactions under the Unlawful Internet Gambling Enforcement Act (UIGEA). You may terminate your account at any time by notifying OCCU by oral direction or in writing. OCCU is not responsible for payment of any check, withdrawal or other item once your account is terminated; however, if OCCU pays a check after termination, you agree to reimburse us for payment.
29. **Termination of membership.** You may terminate your membership at OCCU after giving written notice or verbal notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to OCCU.
30. **Special account instructions.** You agree to indemnify and hold OCCU harmless from any claim or liability asserted against OCCU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask us to follow instructions that OCCU believes might expose us to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to post a bond to indemnify OCCU. Any item presented with a full payment legend must be presented in person to an OCCU officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner or authorized signer, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by us.
31. **Severability.** In the event any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
32. **Enforcement.** You agree to be liable to OCCU for any liability, loss or expense as provided in this Agreement that we incur as a result of any dispute involving your accounts or services. You authorize OCCU to deduct any such liability, loss or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with OCCU or we suspect fraudulent activity on your account, OCCU may, without prior notice, restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. In the event OCCU is required to retain an attorney to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, you agree to pay OCCU's attorney's fees including attorney's fees on any appeal. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.
33. **Arbitration and Class Action Waiver Agreement.** RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE



RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

- a. Agreement to arbitrate disputes.** Either you or we may elect, without the other's consent, to require that any dispute between us concerning your deposit accounts (which includes share accounts) and the electronic financial services related to your deposit accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This arbitration agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.
- b. Disputes covered by arbitration.** Claims or disputes between you and us arising out of or relating to your deposit account(s), transactions involving your deposit account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims you make directly, but also claims made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims."
- c. Disputes not covered by arbitration.** Claims or disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred or appealed to a non-small claims court, that claim shall be subject to this Agreement. Claims or disputes arising from your status as a borrower under any loan agreement with OCCU are also excluded from this Agreement. Also, arbitration will not apply to your account as long as you are an active duty service member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.
- d. No class action or joinder of parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.
- e. Arbitration procedures.** The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:
JAMS, www.jamsadr.com, 800.352.5267 (toll free)
- The arbitration shall take place in the federal district in which you reside or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and by its Mass Arbitration Procedures if 25 or more qualifying demands for arbitration are submitted. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If you initiate the claim, you will pay no more than \$250 of the filing costs and expenses and we will bear the remaining costs. If

we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

- f. Right to resort to provisional remedies preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.
- g. Right to reject this arbitration agreement.** You have the right to opt out of this agreement to arbitrate if you tell us within 30 days after you opened your first account. To opt out, send us written notice. Your written notice must include: your name as listed on your account, your member number and a statement that you reject this Arbitration Agreement. You must send your written notice to us at the following address:
OCCU, Attn: Dept. 707, P.O. Box 72255, Springfield, OR 97475
- h. Acceptance of arbitration and class action waiver.** Following receipt of this Binding Arbitration and Class Action Waiver Agreement and expiration of the rejection period, your decision not to reject this agreement as confirmed by your continued use of your account, confirms your agreement to be bound by the above terms for all of your accounts and your accounts will be bound by this Binding Arbitration and Class Action Waiver Agreement.
- 34. Governing law.** This Agreement is governed by the bylaws of OCCU, federal laws and regulations, the laws and regulations of the State of Oregon and Automated Clearing House rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the OCCU is located.
- 35. Trusted vendors.** OCCU may work with trusted vendors who provide us with tools or services that enhance our ability to serve you. As specified in our privacy policy, we may share information about you with such vendors. We may also provide them with access to communications between you and OCCU to help us assist you. These vendors are contractually bound to use such information only to perform services under their agreement us.
- ## II. FUNDS AVAILABILITY POLICY FOR SHARE DRAFT OR CHECKING ACCOUNTS
- 1. General policy.** Our policy is to make funds from your cash and check deposits (except ATM and night drop deposits) available to you on the same day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit after 5 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For savings accounts, we reserve the right to hold funds that you deposit by check for a reasonable time under Regulation CC.
- 2. Reservation of right to hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day that we receive your deposit. Depending on the type of check and the channel in which you deposit, funds may not be available until the seventh business day after the day of your deposit. However, the first \$1,000 of your deposit will be available on the first business day. If we are not going to make funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.
- 3. Holds on other funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this

disclosure for the type of check that you deposited have subsided.

4. **Longer delays may apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
- We believe a check you deposit will not be paid.
 - You deposit checks totaling more than \$6,725 on any one day.
 - You deposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six months.
 - There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Please reach out to us if you need to be sure about when a particular deposit will be available for withdrawal.

5. **Special rules for new accounts.** If you establish a new business account or new membership, 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 \$6,725 for a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to the name of the business. The excess of \$6,725 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 \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other checks will be available on the seventh business day after the day of your deposit. If you have an already established membership or account with us, subsequent accounts may not be subject to special rules.
6. **Deposits at automated teller machines (ATMs).** Funds from deposits under \$1,000 (cash and/or checks) made at ATMs that we own or operate will generally be available the day of the deposit. If the deposit is made after ATM cut-off times, the deposit may be available on the next business day after the day of your deposit, subject to our rights to hold funds as set forth above. Funds from deposits of \$1,000 or more (cash and/or checks) made at ATMs that we own or operate will generally be made available on the second business day after the day of our deposit. Funds (cash and/or checks) deposited at ATMs that we do not own or operate generally will not be available until the fifth business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.
7. **Remote deposits.** Funds from deposits under \$1,000 made through the remote deposit feature on a mobile device will generally be available on the day we receive the deposit. On an exception basis, longer holds may apply.
8. **Substitute checks and your rights.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits. However, you have rights under other laws with respect to those transactions.
- a. **Your rights regarding substitute checks.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account, or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.
- If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we receive your claim. We may reverse the refund (including any interest on

the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

- b. **How to make a claim for a refund.** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact OCCU at: 800.365.1111 or write:
OCCU Attn: EFT Department, PO Box 77002, Springfield, OR 97475-0146

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

Your claim must include:

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

III. ELECTRONIC FUNDS TRANSFERS ("EFT")

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

1. Services.

- a. **Automated teller machines.** You may use an Access Device and your Personal Identification Number ("PIN") in ATMs of OCCU, Plus, PULSE and CO-OP networks, and any such other machines we may designate. At the present time, you may use your Access Device to make the following transactions on your accounts:
- Withdraw cash from your checking or savings accounts.
 - Transfer funds between your checking, savings, or loan accounts, if applicable.
 - Deposit funds into your checking or savings accounts.
 - Make balance inquiries on checking or savings accounts.
- b. **Transaction alerts.** If you are eligible, you may enroll in the Visa® Purchase Alerts service by signing up at a Visa website. Your use of the Visa Purchase Alerts service will be governed by any terms and conditions provided by Visa at the time of your enrollment.
- c. **Debit POS purchases.** You may use your Access Device to purchase goods and services with any participating merchant, or POS terminal provided none of the transactions are restricted under the Unlawful Internet Gambling Enforcement Act. Funds to cover your Access Device purchases will be deducted from your checking account. If the balance of your account is not sufficient to pay the transaction amount, OCCU may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.
- d. **Mobile/online banking.**
- i. **Account access.** To access the mobile/online banking, you will need a mobile device or computer and access to the internet. You must use a user ID and password to access your accounts. Mobile/online banking is accessible seven days a week, twenty-four hours a day. You are responsible for the installation, maintenance and operation of the software and your computer/mobile device and for making sure you know how to use the mobile banking software. OCCU will not be responsible for any errors or failures involving telephone service, internet service, software installation, or malfunctions of your home or work computer/mobile device and related equipment. You may experience technical or other difficulties related to the use of mobile/online banking that results in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, service interruptions, or failure to store any user data, communication, or personalization settings in connection with your use of mobile/online



- banking.
- ii. **Types of transactions.** At the present time, you may use any of the mobile/online banking services to perform transactions on your account as long as such transactions are available for Business accounts.
 - Transfer funds between your checking, savings, money market and loan accounts.
 - Transfer funds from your savings or checking account to a loan account of yours, or to another member's account as authorized.
 - Transfer funds from your savings or checking account to an external loan account of yours, or to an external savings, checking or money market account of yours.
 - Review account balance and account transaction information for any of your accounts.
 - Request stop payment orders on your checking account.
 - Communicate with OCCU using the electronic mail (email) feature.
 Transactions involving your deposit accounts will be subject to your Business Services Membership and Account Agreement and transactions involving a loan account will be subject to your Business Services Loan Agreement and Disclosures.
 - e. **Kiosk banking.**
 - i. **Account access.** Kiosk banking is available at OCCU-owned and -operated terminals with kiosk facilities at select locations. You must use your PIN and Access Device to access your accounts. Kiosk is accessible during the regular business hours of the facilities where each kiosk is located. Some selected locations may operate seven days a week, twenty-four hours a day.
 - ii. **Types of transactions.** At the present time, you may use kiosk banking to:
 - Transfer funds between your checking, savings, money market and loan accounts.
 - Transfer funds from your savings or checking account to a loan account of yours, or to another member's account as authorized via shared branching, if applicable.
 - Review account balance and account transaction information for any one of your accounts.
 Transactions involving your deposit accounts will be subject to your Business Services Membership and Account Agreement and transactions involving a loan account will be subject to your Business Services Loan Agreement and Disclosures.
 - f. **Direct deposit.** Upon instructions of (i) your employer, (ii) the Treasury Department or (iii) another financial institution, OCCU will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.
 - g. **Electronic check transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check debit transaction you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of the transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 5. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.
 - h. **Instant payments.** The Instant Payment Service is a digital banking service that allows you to send and receive money to and from other persons or businesses that also bank with institutions participating in FedNow or Real-Time Payment (RTP) service, by providing certain required information. Using the Instant Payment Service, you may initiate a transfer in which funds are transmitted from or to OCCU deposit account and sent through the Federal Reserve (for FedNow) or The Clearing House (TCH) (for RTP) to the recipient's financial institution for credit to the individual based on the information you provide. These are referred to as "Instant Payments" in these Terms and Conditions. Your use of the service is subject to the following terms and conditions in addition to the other applicable terms of the Electronic Funds Transfer Agreement and Disclosures and Membership and Account Agreement. Instant Payment transactions are subject to the following transfer limitations:
 - \$5,000 per day
 - \$500 per day for seven (7) calendar days for new accounts (open less than 30 days)
 - \$500 for first 24 hours to new recipient
 In order to initiate an Instant Payment transaction, you may be required to provide certain information regarding the transfer, the recipient, and the recipient's financial institution. OCCU, the Federal Reserve, TCH, and the

recipient's financial institution will all rely on the information you provide. If you provide an identifying number (routing number) for the recipient's financial institution or for the recipient (or both), OCCU, the Federal Reserve, TCH, and the recipient's financial institution will all rely on those numbers, even if they identify a different financial institution or recipient. Once you initiate an Instant Payment transaction, it cannot be revoked or reversed. Payment is final and irrevocable. Therefore, it is critical that you obtain and provide us with correct information for the transfer. You are fully responsible for the accuracy and correctness of the information you provide to OCCU. In addition, do not use this service to send money to a person or business that you do not know or with whom you are not familiar with. There is no ability to reverse or charge back an Instant Payment transaction due to the recipient's failure to provide or perform goods or services you have requested. Accordingly, do not use the service to send funds if you believe you may need to recover those funds later. We reserve the right to deny access or terminate the service at any time without prior notice to you.

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

2. Service limitations.

- a. **Automated teller machines.**
 - **Withdrawals.** There is no limit on the number of withdrawals you may make at OCCU ATMs or nonproprietary ATMs. However, you may be charged a fee as set forth on the Business Rate and Fee schedule. Based on account criteria, you may withdraw up to \$5,010 per day at any authorized ATM, subject to limits placed on each individual ATM. OCCU's base limit is \$510, but as accounts meet certain criteria, limits may adjust upward. Downward adjustments may occur but will not fall below the base limit of \$510. No withdrawal may exceed the available funds in your account unless you have opted in to extended overdraft.
 - **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations. You may transfer funds from a loan account of yours up to the available credit limit, subject to the terms of the applicable loan agreement, at available locations.
 - **Surcharge.** If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.
- b. **Point of sale.** There is no limit on the number of POS purchase transactions you may make with your debit card during a statement period. You may make up to \$6,000 in POS purchases per day. No purchase may exceed the available funds in your account, unless an applicable overdraft protection plan is in place. OCCU 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. OCCU may set other limits on the amount of any transaction, and you will be notified of those limits. OCCU may refuse to honor any transaction for which you do not have sufficient available verified funds.
- c. **Mobile/online banking and kiosk banking.** The following limitations on the availability, number and dollar amounts of transactions may apply using mobile/online banking and kiosk banking:
 - i. **Transfers.** You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. OCCU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. OCCU may set other limits on the amount of any transaction, and you will be notified of those limits.
 - ii. **Account information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be



limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

- iii. **Email and stop payment requests.** You may use email to send messages to us. Email may not, however, be used to initiate a transfer on your account or a stop payment request. OCCU may not immediately receive email communications that you send and OCCU will not take action based on email requests until OCCU actually receives your message and has a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the phone numbers set forth in Section 5 below.
- iv. **Suspension of EFT access or service.** If you are in breach of this Agreement or any other loan or service agreement with OCCU or we suspect fraudulent activity on your account, we may, without prior notice, restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and mobile/online banking services. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.
- d. **Conditions of Access Device (card) use.** The use of your Access Device and account is subject to the following conditions:
 - i. **Ownership of Access Devices.** Any Access Device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The Access Device may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Access Device or account to another person.
 - ii. **Honoring the Access Device.** Neither we nor merchants authorized to honor the Access Device will be responsible for the failure or refusal to honor the Access Device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
- e. **Security of the Access Code.** The PIN ("Access Code") associated with your Access Device is for your security purposes. The Access Code is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for the safekeeping of your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Access Code that authority shall continue until you specifically revoke such authority by notifying OCCU. If you fail to maintain the security of the Access Code and OCCU suffers a loss, we may terminate your card and account services immediately.
- f. **Restricted transactions.** In compliance with the Unlawful Internet Gambling Enforcement Act (UIGEA), OCCU prohibits restricted transactions as defined under the UIGEA from being processed through any commercial account or commercial relationship held at OCCU. This prohibition of restricted transactions is effective immediately. The UIGEA defines a restricted transaction as: any transaction or transmittals involving any credit, funds, instrument, or proceeds that the UIGEA prohibits any person engaged in the business of betting or wagering from knowingly accepting, in connection with the participation of another person in unlawful internet gambling —
 - Credit, or the proceeds of credit, extended to or on behalf of such other person (including credit extended through the use of a credit card).
 - An electronic funds transfer, or funds transmitted by or through a money transmitting business, or the proceeds of an electronic funds transfer or money transmitting service, from or on behalf of such other person.
 - Any check, draft, or similar instrument that is drawn by or on behalf of such other person and is drawn on or payable at or through any financial institution.If it is known to OCCU that this activity is being conducted, your Access Device will be blocked and the account will be closed immediately.
- g. **Member liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Access Device or Access Code, you are responsible for any transactions they authorize or conduct on any of your accounts. OCCU will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account through the service. You understand that any transaction by a business owner, employee, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the transaction authority you have provided are considered authorized transactions for which you remain fully responsible.

If you believe your Access Device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800.365.1111 or write:

OCCU Attn: EFT Department, P.O. Box 77002, Springfield, OR 97475-0146

For online or kiosk banking and all other electronic funds transfer services, call: 800.365.1111 or write:

OCCU Attn: EFT Department, P.O. Box 77002 Springfield, OR 97475-0146

- h. **Fees and charges.** There are certain charges for electronic funds transfer services as set forth on the Business Account Rate and Fee Schedule. You agree to have the service fees deducted from your account on the day it is posted to your account. From time to time, the fees may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.
 - i. **OCCU liability for failure to make transfers.** OCCU shall have no liability to you for any loss, damage, cost, or expense arising out of this Agreement, except as provided by applicable law for any error or delay in performing the Services in this Agreement. We shall have no liability for not completing a transaction if we receive actual notice or have reason to believe that you have filed for bankruptcy; the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or this Agreement. We will not be liable if you fail to report any error or discrepancy reflected in a statement prepared by us or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement, our liability for damages, losses and other compensation owing to you shall be limited to direct damages caused solely by OCCU. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay or failure to perform hereunder which is beyond our control including but not limited to natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, and/or failures in communication or computer networks.
 - j. **Termination of EFT services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your Access Device, if:
 - You or any authorized user of your card or Access Code breach this or any other agreement with us.
 - We have reason to believe that there has been an unauthorized use of your Access Code or Access Device.
 - We notify you or any other party to your account that we have canceled or will cancel this Agreement.
 - You breach any provision of your Business Membership and Account Agreement.You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.
 - k. **Notices.** OCCU reserves the right to change the terms and conditions upon which this service is offered. OCCU 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 OCCU account and any future changes to those regulations.
12. disclosure for the type of check that you deposited have subsided.
13. **Longer delays may apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - We believe a check you deposit will not be paid.
 - You deposit checks totaling more than \$6,725 on any one day.
 - You deposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six months.
 - There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. Please reach out to us if you need to be sure about when a particular deposit will be available for withdrawal.

5. **Special rules for new accounts.** If you establish a new business account or new membership, 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 \$6,725 for a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to the name of the business. The excess of \$6,725 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 \$6,725 will not be available until the second business day after the day of your deposit. Funds from all other checks will be available on the seventh business day after the day of your deposit. If you have an already established membership or account with us, subsequent accounts may not be subject to special rules.

6. **Deposits at automated teller machines (ATMs).** Funds from deposits under \$1,000 (cash and/or checks) made at ATMs that we own or operate will generally be available the day of the deposit. If the deposit is made after ATM cut-off times, the deposit may be available on the next business day after the day of your deposit, subject to our rights to hold funds as set forth above. Funds from deposits of \$1,000 or more (cash and/or checks) made at ATMs that we own or operate will generally be made available on the second business day after the day of our deposit. Funds (cash and/or checks) deposited at ATMs that we do not own or operate generally will not be available until the fifth business day after the date of your deposit. All ATMs that we own or operate are identified as our machines.

7. **Remote deposits.** Funds from deposits under \$1,000 made through the remote deposit feature on a mobile device will generally be available on the day we receive the deposit. On an exception basis, longer holds may apply.

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

a. **Your rights regarding substitute checks.** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account, or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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

b. **How to make a claim for a refund.** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact OCCU at: 800.365.1111 or write:

OCCU Attn: EFT Department, PO Box 77002, Springfield, OR 97475-0146

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

Your claim must include:

- A description of why you think the charge to your account was incorrect

(for example, you think the amount withdrawn was incorrect).

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

III. ELECTRONIC FUNDS TRANSFERS ("EFT")

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

1. Services.

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

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

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

c. **Debit POS purchases.** You may use your Access Device to purchase goods and services with any participating merchant, or POS terminal provided none of the transactions are restricted under the Unlawful Internet Gambling Enforcement Act. Funds to cover your Access Device purchases will be deducted from your checking account. If the balance of your account is not sufficient to pay the transaction amount, OCCU may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

d. **Mobile/online banking.**

i. **Account access.** To access the mobile/online banking, you will need a mobile device or computer and access to the internet. You must use a user ID and password to access your accounts. Mobile/online banking is accessible seven days a week, twenty-four hours a day. You are responsible for the installation, maintenance and operation of the software and your computer/mobile device and for making sure you know how to use the mobile banking software. OCCU will not be responsible for any errors or failures involving telephone service, internet service, software installation, or malfunctions of your home or work computer/mobile device and related equipment. You may experience technical or other difficulties related to the use of mobile/online banking that results in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, service interruptions, or failure to store any user data, communication, or personalization settings in connection with your use of mobile/online banking.

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

- Transfer funds between your checking, savings, money market and loan accounts.
- Transfer funds from your savings or checking account to a loan account of yours, or to another member's account as authorized.
- Transfer funds from your savings or checking account to an external loan account of yours, or to an external savings, checking or money market account of yours.
- Review account balance and account transaction information for any of your accounts.
- Request stop payment orders on your checking account.
- Communicate with OCCU using the electronic mail (email) feature. Transactions involving your deposit accounts will be subject to your



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

e. Kiosk banking.

i. **Account access.** Kiosk banking is available at OCCU-owned and -operated terminals with kiosk facilities at select locations. You must use your PIN and Access Device to access your accounts. Kiosk is accessible during the regular business hours of the facilities where each kiosk is located. Some selected locations may operate seven days a week, twenty-four hours a day.

ii. **Types of transactions.** At the present time, you may use kiosk banking to:

- Transfer funds between your checking, savings, money market and loan accounts.
- Transfer funds from your savings or checking account to a loan account of yours, or to another member's account as authorized via shared branching, if applicable.
- Review account balance and account transaction information for any one of your accounts.

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

f. Direct deposit. Upon instructions of (i) your employer, (ii) the Treasury Department or (iii) another financial institution, OCCU will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

g. Electronic check transactions. You authorize us to honor any electronic check conversion transaction and re-presented check debit transaction you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of the transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 5. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

h. Instant payments. The Instant Payment Service is a digital banking service that allows you to send and receive money to and from other persons or businesses that also bank with institutions participating in FedNow or Real-Time Payment (RTP) service, by providing certain required information. Using the Instant Payment Service, you may initiate a transfer in which funds are transmitted from or to OCCU deposit account and sent through the Federal Reserve (for FedNow) or The Clearing House (TCH) (for RTP) to the recipient's financial institution for credit to the individual based on the information you provide. These are referred to as "Instant Payments" in these Terms and Conditions. Your use of the service is subject to the following terms and conditions in addition to the other applicable terms of the Electronic Funds Transfer Agreement and Disclosures and Membership and Account Agreement.

Instant Payment transactions are subject to the following transfer limitations:

- \$5,000 per day
- \$500 per day for seven (7) calendar days for new accounts (open less than 30 days)
- \$500 for first 24 hours to new recipient

In order to initiate an Instant Payment transaction, you may be required to provide certain information regarding the transfer, the recipient, and the recipient's financial institution. OCCU, the Federal Reserve, TCH, and the recipient's financial institution will all rely on the information you provide. If you provide an identifying number (routing number) for the recipient's financial institution or for the recipient (or both), OCCU, the Federal Reserve, TCH, and the recipient's financial institution will all rely on those numbers, even if they identify a different financial institution or recipient.

Once you initiate an Instant Payment transaction, it cannot be revoked or reversed. Payment is final and irrevocable. Therefore, it is critical that you obtain and provide us with correct information for the transfer. You are fully responsible for the accuracy and correctness of the information you provide to OCCU. In addition, do not use this service to send money to a person or business that you do not know or with whom you are not familiar with. There is no ability to reverse or charge back an Instant Payment transaction due to the recipient's failure to provide or perform goods or services you have requested. Accordingly, do not use the service to send funds if you believe you may need to recover those funds later.

We reserve the right to deny access or terminate the service at any time

without prior notice to you.

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

2. Service limitations.

a. Automated teller machines.

• **Withdrawals.** There is no limit on the number of withdrawals you may make at OCCU ATMs or nonproprietary ATMs. However, you may be charged a fee as set forth on the Business Rate and Fee schedule. Based on account criteria, you may withdraw up to \$5,010 per day at any authorized ATM, subject to limits placed on each individual ATM. OCCU's base limit is \$510, but as accounts meet certain criteria, limits may adjust upward. Downward adjustments may occur but will not fall below the base limit of \$510. No withdrawal may exceed the available funds in your account unless you have opted in to extended overdraft.

• **Transfers.** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations. You may transfer funds from a loan account of yours up to the available credit limit, subject to the terms of the applicable loan agreement, at available locations.

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

b. Point of sale. There is no limit on the number of POS purchase transactions you may make with your debit card during a statement period. You may make up to \$6,000 in POS purchases per day. No purchase may exceed the available funds in your account, unless an applicable overdraft protection plan is in place. OCCU 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. OCCU may set other limits on the amount of any transaction, and you will be notified of those limits. OCCU may refuse to honor any transaction for which you do not have sufficient available verified funds.

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

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

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

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

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



services. Such restrictions may continue until you cure any breach condition, or any fraud condition is resolved.

d. Conditions of Access Device (card) use. The use of your Access Device and account is subject to the following conditions:

- i. **Ownership of Access Devices.** Any Access Device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The Access Device may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Access Device or account to another person.
- ii. **Honoring the Access Device.** Neither we nor merchants authorized to honor the Access Device will be responsible for the failure or refusal to honor the Access Device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

e. Security of the Access Code. The PIN ("Access Code") associated with your Access Device is for your security purposes. The Access Code is confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for the safekeeping of your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your Access Code that authority shall continue until you specifically revoke such authority by notifying OCCU. If you fail to maintain the security of the Access Code and OCCU suffers a loss, we may terminate your card and account services immediately.

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

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

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

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

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

If you believe your Access Device has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800.365.1111 or write:

OCCU Attn: EFT Department, P.O. Box 77002, Springfield, OR 97475-0146

For online or kiosk banking and all other electronic funds transfer services, call: 800.365.1111 or write:

OCCU Attn: EFT Department, P.O. Box 77002
Springfield, OR 97475-0146

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

account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

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

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

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

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

k. Notices. OCCU reserves the right to change the terms and conditions upon which this service is offered. OCCU 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 OCCU account and any future changes to those regulations.