

Membership  
Account  
Agreement



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# OnPoint<sup>®</sup>

COMMUNITY CREDIT UNION

Welcome to OnPoint Community Credit Union. We are pleased to have you as a member.

This is the contract between you and OnPoint Community Credit Union. When you become a member you agree to the terms and conditions described in this booklet. These terms and conditions apply whether the account is opened in person, by mail, by telephone, or electronically. Please read this Agreement carefully and keep it for your records.

This Agreement is the contract of deposit that covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application / Update, Fiduciary Accounts Membership Application / Update or Contribution Account Application / Update (“Application”), assert any ownership in an account or use any access device for any account. The words “we,” “us,” and “our” mean OnPoint Community Credit Union (“Credit Union”). The word “account” means any one or more savings, checking or certificate of deposit accounts you have with the Credit Union.

The classification and form of ownership of your accounts (including certificate of deposit) are designated on your Application. By signing the Application that is a part of this Agreement or by applying for membership electronically, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) incorporated in or accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**Important Information about Procedures for Opening New Accounts.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We will also ask to see your driver’s license or other identifying documents.

# I. Membership And Accounts

## 1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain a membership deposit as required by the Credit Union's Bylaws. You authorize us to check financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request.

**a. Always a Member.** Once you join OnPoint Community Credit Union you are a member for life provided you comply with the terms of this Agreement and maintain a minimum deposit of \$5 in Savings. If you leave your job or move from the area, you can still use the Credit Union, provided you keep your account open. (See Sections 26 & 27 of this Agreement.)

**b. Voting.** The Credit Union is owned and operated by our members. Each member may cast one ballot to elect our Board of Directors. Members must be at least 18 years of age or older in order to cast a vote. Joint owners are not eligible to vote.

## 2. Individual Accounts

An individual account is an account owned by one depositor including any individual qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the payable on death ("POD") beneficiary or decedent's estate, if applicable.

## 3. Joint Accounts

An account owned by the member and one or more persons is a joint account. The Member is the person so identified on the Application. A Joint Owner is not a member of OnPoint Community Credit Union and does not become a member as a result of being designated a joint owner.

**a. Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.

**b. Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn

on an account, withdraw, or pledge all or any part of the deposits of any account and use any access device issued for the account without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

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

#### **4. POD Designations**

A Payable on Death (POD) designation is an instruction to the Credit Union that a single or multiple party account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, is payable to any named and surviving POD/payee.

Accounts payable to more than one POD payee are owned jointly and equally, unless otherwise designated, by such beneficiaries with rights of survivorship. Any POD payee designation shall not apply to IRA or HSA accounts which shall be governed by a separate beneficiary designation.

We are not obligated to notify any payee of the existence of any account or the vesting of the payee's interest in any account, except as otherwise provided by law.

#### **5. Accounts for Minors**

The Credit Union reserves the right to limit the accounts and services that are available to minors. For any account established by or for a minor, the minor account owner must have a joint account owner who is a parent or legal guardian of the minor, as approved by the Credit Union, who shall be jointly and severally liable to the Credit Union. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire about the use or purpose of any transaction by the minor or joint account owner. The minor's tax identification number must

be shown on the Application. The Credit Union will not remove joint owners when the minor reaches age eighteen (18). Once the minor reaches age eighteen (18), the joint owners may remove themselves by providing written notice to the Credit Union. However, when the minor reaches age eighteen (18), the minor may open new accounts without regard to any restrictions on, or ownership and access arrangements of, existing accounts.

## **6. Uniform Transfer to Minor Accounts**

A Uniform Transfer to Minor (Custodial) Account (UTTMA) is an account established by an individual as a custodian on behalf of a minor (a person under twenty-one (21) years of age). The custodian shall open the account in the name of the minor, include the minor's tax identification number, and must sign his or her own name, as custodian on the Application. The custodian has possession and control of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make withdrawals from, or close the account. The custodian may name a successor custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. It is the legal responsibility of the custodian to change the status of the account when the minor reaches age twenty-one (21).

## **7. Accounts for Formal Trusts**

An account for a formal trust is held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable or irrevocable trust agreement. Upon request of the Credit Union, the trustee shall sign a Fiduciary Accounts Membership Application/Update and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid formal trust has been created, is currently existing, and that the trustor is eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

## **8. Fiduciary Accounts**

A fiduciary account is an account opened by an executor,

administrator, personal representative, guardian, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship trustee or a Representative Payee authorized by the Social Security Administration or other designated fiduciary (“fiduciary”). The account owner is the estate, guardianship, conservatorship, trust or Social Security Administration benefit recipient and is the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner’s status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order, or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner’s failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of the fiduciary.

## **9. Deposit Requirements**

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Deposit Rate Sheet/ Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Certificate of Deposit



accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate of Deposit Receipt for each account, which is incorporated herein by this reference. Individual Retirement Accounts and Health Savings Accounts are governed by the terms of the Agreement and by a separate IRA/HSA account agreement and disclosure statement included with your IRA/HSA application, which are incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check, warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item.

You agree not to deposit any substitute check without our consent.

**a. Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to refuse to accept third party checks or to verify all endorsements on third party checks presented. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1 1/2 (one and one half) inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

**b. Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. We normally credit your account after we receive payment of collection items, but if we do credit your account and then do not receive payment, we will charge your account. For our collection fees, refer to the Deposit Rate Sheets/Fee Schedule.

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

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

**e. Crediting of Deposits.** Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. For deposits at ATMs, unstaffed facilities, or any other means except in-person deposits made to a Credit Union employee, any credit that we provide before we have removed and processed the deposit is subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts, less any associated collection costs, will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items credited to or charged against your account.

**f. Transactions by Mail.** Except as otherwise provided in this Agreement, the Credit Union may permit you to make deposits, transfers, and withdrawal requests by mail. You must provide specific information instructing us how to process the transactions. Such transactions will be posted to your account as of the day the transaction is processed at the Credit Union. If you make a deposit or payment, which is not accompanied by instructions how or where it is to be credited, we may apply it to any loan or deposit account you maintain with us, at our discretion, and this may delay the crediting of such a deposit or payment.

## **10. Account Access**

**a. Authorized Signature.** We require your authorized signature on your Application before we will honor transactions on your account(s). The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any transaction that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your member/account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction. The Credit Union may refuse to accept any item for deposit. You agree that your electronic consent is your electronic signature which specifically records your signature and constitutes your agreement to the terms and conditions of this Agreement. You agree your electronic signature captured and stored as an image by electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

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

**c. ACH & Domestic Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (“Automated Clearing House”) transfer. You agree that if you

receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. The Credit Union may require that wire transfers be authorized in writing. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. The Credit Union reserves the right to confirm or verify information on all wire requests prior to sending the wire. Once the Credit Union has sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate transfer instructions, written or oral, the Credit Union will not be responsible for any resulting wire transfer losses, delays or failed transactions. You understand international wire transfers may not be completed for up to four weeks or longer. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association. The origination of ACH transactions to or from the consumer's account must comply with provisions of U.S. Law. You agree that the authorized transfer to/from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

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

**e. Electronic Check Transactions.**

1. 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 Part III. Electronic Funds Transfer Agreement. You authorize

us to honor any electronic check conversion from your checking account just the same as a regular written check.

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

**f. International ACH Transactions.** You understand that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union’s screening criteria for review and examination under the OFAC Rules and Regulations (“OFAC Rules”). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or

terminated, we will provide you such notice as may be required by applicable laws and regulations.

## **11. Account Rates and Fees**

The Credit Union's payment of earnings on any account is subject to the account rates and fees, payment and balance requirements as set forth on the Deposit Rate Sheet/Fee Schedule. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Deposit Rate Sheet/Fee Schedule has been provided to you separately. You agree the Credit Union may change the Deposit Rate Sheet/Fee Schedule from time to time and you will be notified of such changes as required by law.

## **12. Transaction Limitations**

**a. Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

**b. Transfer Limitations.** For Regular Savings, Market Rate Savings, FlexSmart<sup>SM</sup> Money Markets, and Teachers Deposit Fund Accounts, you may make up to six (6) pre-authorized, automatic, overdraft, Online and Mobile Banking, TransferNow, Popmoney, telephonic 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 the Credit Union to pay a third party from the member's account upon oral or written orders, including orders received through the automated clearing house (ACH). In addition, there is no limit on the number of transfers you may make to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer

request would exceed the transfer limitations set forth above in any month, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

The limit of six (6) transfers per month applies to the following types of transactions:

1. Automatic overdraft transfers from Savings to a Checking Account.
2. Telephone requests, including Telephone Teller, to transfer funds from Savings to other accounts.
3. Transfer requests, made through Online Banking, Mobile Banking, TransferNow or Popmoney to transfer funds from Savings to other accounts.
4. Pre-authorized arrangements to transfer funds from Savings to a third party, such as your automobile insurance company or health club, and other electronic transfers.

**c. Transaction Limitations.** The Credit Union reserves the right to limit the volume of checks or cash deposited and/or the number of deposits per day. If the transactions on your account exceed the volume or amount considered normal for consumer activity, the Credit Union may impose an excess transaction fee, limit your account activity or close your account.

In order to reduce Credit Union reserve requirements, Checking account balances are reported as two subaccounts, a checking and savings subaccount. For reporting purposes only, the Credit Union may make up to six (6) transfers per month between the savings and checking subaccounts. This reporting structure does not affect the balance, interest earnings, statement activity or NCUA insurance applicable to your Checking account.

### **13. Administrative Account Freezes**

If this Membership and Account Agreement or any other loan/line of credit or other service agreement is breached by an authorized signer, borrower or designee, OnPoint may restrict access to your account or electronic services connected to your account. This includes ATM, debit card and/or online and mobile banking access. Restrictions may be placed without providing you prior notice and will be confirmed by written notification. Such restrictions may remain in place until the delinquency or other matter has been resolved.

### **14. Overdrafts**

**a. Your Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. The available balance is your account balance minus any account holds and is

impacted by pending debit card transactions or checks, preauthorized items, service charges as disclosed in the Rate and Fee Schedule, deposit holds or holds placed due to notification of previously deposited items being returned unpaid. The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for each item whether paid or returned as set forth in the Rate and Fee Schedule. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

**b. Overdraft Transfers.** We will cover overdrafts on your checking account by making transfers from any savings account of yours or a loan advance on your line of credit or credit card account, as you have previously authorized, and transferring amounts to cover an overdraft to your checking account. You will be subject to a charge for each overdraft transfer whether the associated item is paid or unpaid as set forth in the Rate and Fee Schedule. You may cancel this overdraft transfer service at any time by notifying us in time to take action prior to a transfer being made.

**c. Overdraft Protection.** We offer a discretionary overdraft protection service (Overdraft Protection) to cover overdrafts. The Overdraft Protection service is offered to all eligible checking account owners, unless revoked by OnPoint. The service will be provided under the following terms and conditions.

1. **Discretionary Service.** The Overdraft Protection service will be provided once your checking account is opened and will continue as long as the account is maintained in good standing with the Credit Union. The Overdraft Protection service is provided only if you have no authorized savings or loan account funds available to transfer. Under the Overdraft Protection service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient available funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We will notify you by mail (or email, if you have requested) of any insufficient



funds, checks, or items paid or unpaid and returned that you may have. However, we will not notify you before we pay or return any item.

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

3. **Overdraft Limit/Available Balance.** We may pay overdrafts up to your available overdraft limit provided you continue to qualify for the service. The Credit Union’s fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

4. **Overdraft Fees.** There is an Overdraft Fee for each paid overdraft check or item. If we do not pay the overdraft, there is a NSF/Returned Item fee per check or item. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees are set forth in our Rate and Fee Schedule.

5. **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 7 days of notice from us, we may immediately suspend the Overdraft Protection service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

## **15. Postdated and Staledated Items**

You authorize us to accept and pay any check, even if the check is postdated (presented for payment before its date), or staledated (presented for payment more than six months after its date). You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay any check that is presented more than six (6) months after its date. If you

don't want us to pay a postdated or staledated check, you must notify us of the check and place a stop payment order on it. (See the Stop Payment Orders section.)

## **16. Stop Payment Orders**

**a. Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking or savings account. This does not apply to bill payment items. You may request a stop payment by telephone, by mail or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit.

If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

**b. Duration of Order.** If you make an oral stop payment order, we reserve the right to require your written confirmation within fourteen (14) days. A check stop payment order will be effective for twelve (12) months and may be renewed orally or in writing. An ACH stop payment will be effective indefinitely, unless you request it to be removed in writing. The Credit Union is not obligated to notify you when a stop payment order expires.

**c. Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Deposit Rate Sheet/Fee Schedule. You may not stop payment on any cashier's check, or other check or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs; including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account

owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

### **17. Lost Items**

The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

### **18. Credit Union's Liability for Errors**

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

### **19. Credit Union Lien and Security Interest**

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

## **20. Legal Process**

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

## **21. Account Information**

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except as provided in our Privacy Policy and in accordance with applicable law.

You authorize us to disclose information about your account to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information. You authorize us to disclose information about your account to an account verification service and/or credit reporting agency if we close your account due to unsatisfactory handling, fraud, attempted fraud, or criminal activity.

You agree we may exchange credit report information with others regarding any update or renewal of or additional accounts and services we may offer or extend in the future, or for any other legitimate business purpose. You agree we may share your account information and any information you provide to us with any Credit Union affiliate and others for the purpose of considering your eligibility for their products and services, including financial, insurance, and investment products.

## **22. Notices**

**a. Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided us. Notice of change of address may be given by writing the Credit Union, calling Member Services, or by providing notice in person to a Credit Union employee. If you do not notify us of your current address we may impose a service fee as set forth on the Deposit Rate Sheet/Fee Schedule. The Credit Union may accept a Notice of Address Change from the U.S. Postal Service as your most recent address for sending statements and notices to you.

**b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. You may make changes in account ownership, such as adding or removing a joint account owner, and you acknowledge that the Credit Union may require a new Membership Application/Update to be completed before any change in ownership becomes effective. However, the removal of any joint owner will not be effective without the joint owners' authorized termination. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

**c. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

**d. Negative Information Notice.** We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

### **23. Taxpayer Identification Numbers and Backup Withholding**

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. The Credit Union may suspend the opening of your account until an accurate TIN is provided.

### **24. Statements**

**a. Contents.** You will receive a periodic statement of all transactions and activity on your account during each statement period. You agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive

account information or statements electronically. Copies will be retained by the Credit Union, and made available upon your request for a fee as set out in the Deposit Rate Sheets/Fee Schedule. You understand statements and checks are considered to have been made available to you on the date the statement is mailed or the information is otherwise made available to you. Statements will be mailed to the last address you have provided to us or as we have otherwise agreed.

**b. Examination.** You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged or altered item or unauthorized endorsement on any item drawn on your account if (1) you did not exercise reasonable care in promptly examining the statement to discover any irregularities; (2) you fail to notify the Credit Union within thirty (30) calendar days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the front or back of an item; or (3) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature machine or stamp

**c. Notification of Errors.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and all transactions included or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes, and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement is made available to you.

**d. Electronic Statements (E-Statements).** If your statement is provided electronically, you will be sent an email that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Emails from us will be sent to the email address provided by the account owner.

## **25. Inactive and Abandoned Accounts**

If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than one (1) year, the Credit Union may classify your account as an inactive account and may charge a service fee as allowed by applicable law and set forth on the Deposit Rate Sheet/ Fee Schedule. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. If a deposit or withdrawal has not been made on the account or the Credit Union has had no other contact with you for three (3) years

or as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## **26. Death of Account Owner**

The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. Deceased individuals should be removed from the membership within a reasonable period of time. If the deceased member was the Primary account holder, we may require closure of the membership within a period of six (6) months.

## **27. Termination of Account**

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union honors a transaction after termination, you agree to reimburse the Credit Union for payment.

## **28. Termination of Membership**

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. We may suspend all of your account access and services and expel you from membership for any reason allowed by applicable law, including failure to comply with our bylaws; causing a loss to the membership; causing willful destruction or damage to Credit Union property or acting without civility in dealings with Credit Union members, officers and employees.

## **29. Special Account Instructions**

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we

cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust or court order. If you ask us to follow instructions that we believe might expose us to claims, suits, or any liability, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection. We may ask for your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense. In the event the Credit Union brings legal action to enforce 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. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Application and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or imaged copy is valid as an original.

### **30. Severability**

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

### **31. Enforcement**

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

### **32. Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union administrative offices are located.



## **II. FUNDS AVAILABILITY POLICY**

### **1. General Policy**

We reserve the right to place reasonable holds on funds deposited via Mobile Deposit or any deposit to savings accounts, to the extent permitted by law. For checking accounts, our funds availability policy is set forth below.

Our policy is to make funds from your deposits available to you on the same business day we receive your deposit.

Electronic deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 p.m. on Monday through Thursday or 6:00 p.m. on Fridays, on days that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the cutoff hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **2. Reservation of Right to Hold**

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, or if you deposit checks at an ATM, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200.00 of your deposit into your checking account may be available on the same business day. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

### **3. Holds on Other Funds**

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

#### **4. Longer Delays May Apply**

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

- a.** We believe a check you deposit will not be paid.
- b.** You deposit checks totaling more than \$5,000 on any one day.
- c.** You deposit a check that has been returned unpaid.
- d.** You have overdrawn your account repeatedly in the last six months.
- e.** There is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **5. Deposits at Automated Teller Machines (ATMs)**

Funds from deposits at all ATMs in excess of your daily limit in one day may not be available until the second business day after the day of deposit. All ATMs that we own or operate are identified as our machines. Funds from deposits (cash or checks) made at ATMs we do not own or operate may not be available until the fifth business day after the day of your deposit. The amount available for immediate withdrawal from an ATM deposit varies with your card limits.

#### **6. Special Rules for New Accounts**

The following special rules may apply during the first thirty (30) days your account is open:

- a.** Funds from electronic direct deposits will be available on the day we receive the deposit.
- b.** Funds from deposits of wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the next business day following the date of the deposit if the deposit meets certain conditions (for example, the checks must be payable to you). The excess over \$5,000 may not be available until the seventh business day after the day of your deposit.
- c.** Funds from all other check deposits may not be available until the seventh business day after the day of your deposit.

### **III. ELECTRONIC FUNDS TRANSFERS**

The following terms set forth your and our additional rights and responsibilities concerning electronic funds transfers. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service.

Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through preauthorized deposits and payments, Visa Debit Card, automated teller machines (“ATMs”), point of sale (POS), telephone services provided by Member Service staff, audio response (“Telephone Teller”), and Online and Mobile Banking, Account-to-Account and Popmoney Funds transfers services involving your deposit accounts at the Credit Union.

## **1. Visa Debit/ATM Card and POS Services**

**a. Visa Debit Card.** If we approve your Application for a Visa Debit Card, you may use your card to purchase goods and services any place your Visa Debit Card is honored by participating merchants. Funds to cover your Visa Debit Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may terminate all services under this Agreement, unless you have an approved Overdraft Protection Agreement with us. You do not have the right to stop payment on Visa Debit Card transactions other than preauthorized transfers under Section 18, which follows.

Visa purchases are limited to the balance available in your account and our daily purchase limits. Point of Sale and Visa Debit Card purchases have a combined daily purchase limit amount. You are solely responsible for any disputes you may have with merchandise or services received using the Visa Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant. We deduct the amount of your transaction, including any charges imposed by the merchant or financial institution, from the deposit account you’ve designated for this service. We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction whichever is earlier even though the transaction may not be actually posted to your account until a later date. When you use your Visa Debit Card for a Visa transaction, if the merchant requests preauthorization for this transaction, we will place a three (3) business day hold on your account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant’s request). If on the business day the transaction posts to your account, the 3 business day hold has not expired, both the amount of the hold and the amount of the transaction reduce the balance available in your account.

**b. ATMs.** You may use your ATM Card or Visa Debit Card along with your Personal Identification Number (“PIN”) at ATMs that are part of the networks listed on the back of your card, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your card to:

- Make deposits to your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.
- Access an established Line of Credit. (Any advances accessed by this card are governed by your Loan Account Agreement.)
- Make balance inquiries on your checking, savings, and Personal Line of Credit balances.

Cash withdrawals from ATMs can be made as often as you like. You may withdraw up to your maximum daily limit per day using your ATM Card or Visa Debit Card, subject to sufficient funds in your account and our daily withdrawal limits. ATM deposits are generally credited on the day of deposit. In the event that network or systems access is interrupted, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. (See our Funds Availability Policy.) Deposits in excess of our daily deposit limits, may not be accepted at ATMs not owned or operated by the Credit Union. *NOTICE: You may use your ATM Card or Visa Debit Card free of any fees when you use an OnPoint ATM, or one connected to the MoneyPass or CO-OP networks. If you use an ATM operated by any other institution or network, you may be charged a fee by that entity and the Credit Union.*

**c. Point of Sale (POS).** You may use your ATM Card or Visa Debit Card together with your PIN to pay for purchases from merchants who have agreed to accept the card at such POS terminals as the Credit Union may designate. POS transactions will be withdrawn from your checking account. You may make purchases through point of sale terminals up to your maximum daily limit using your ATM Card or Visa Debit Card, subject to sufficient funds in your account and our daily purchase limits. Point of Sale and Visa Debit Card purchases have a combined daily purchase limit amount up to your maximum daily limit.

**d. Limitations on Card Use**

1. Non-Visa Debit Transactions. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as the MoneyPass, CO-OP, Plus, Star or Interlink networks. The Credit union will honor

your debit transactions processed by any of these networks.

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

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

2. **Illegal Use of Internet Gambling.** You agree that all transactions that you initiate by use of your Visa Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Visa Debit Card.

3. **International Transactions.** Purchases and cash advances with your Visa Debit Card made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions is established by Visa International, Inc. In addition, you will be assessed a Visa Foreign Transaction Fee on any card purchase, cash advance, web initiated transaction or ATM/POS transaction, made in or processed through a foreign country. See our Rate and Fee Schedule for the current Visa Foreign Transaction Fee.

## **2. Preauthorized Electronic Funds Transfers and Direct Deposits**

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage payment, insurance premium payment or a

converted check). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or close your account.

### **3. Telephone Teller**

If approved for Telephone Teller service, you may choose an account Access Code. You must use your Access Code along with your member/account number to access your accounts. At the present time you may use the Telephone Teller service to:

- Obtain balance information from your deposit and loan accounts.
- Obtain the transaction history on your checking, savings, Market Rate Savings, Teachers Deposit Fund, IRA Savings Account and loan accounts.
- Verify certain account information, including if a particular check has cleared your account, the date of your last deposit or loan payment, and loan payoff amounts.
- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members (advance authorization required).
- Request a withdrawal from your savings, checking, Market Rate Savings, or Teachers Deposit Fund or an advance from your line of credit account by check mailed to you at your mailing address on file.
- Verify the total interest you earned on your deposit accounts, and the interest you paid on your consumer loan and Home Equity loan accounts during the prior calendar year.

Your accounts can be accessed under Telephone Teller service via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Telephone Teller service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from Savings, Market Rate Savings, and Teachers Deposit Fund accounts. No transfer or withdrawal may exceed the available funds in your account. Cashier's checks can be made payable only to the primary account owner and will be processed and mailed to your address on file. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or

otherwise require us to increase our required reserves on the account.

#### **4. Electronic Check Transactions**

You authorize us to honor any electronic check conversion transaction and represented check fee debit transactions you authorize (“Electronic Check Transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in Section 12. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement

#### **5. Online Banking Services**

**a. Online Banking Services.** Upon approval, you may use an Internet Enabled Device to access your accounts. You must use your User ID and Online Banking Password to access your accounts. Online Banking credentials are individually owned. You will need an Internet Enabled Device to access the Internet. You are responsible for the installation, maintenance and operation of your Internet Enabled Device. The Credit Union will not be responsible for any errors or failures involving your Internet Enabled Device or Internet Connection. At present time, you may use Online Banking Service to:

- Review account balance and transaction history for your deposit and loan accounts.
- Review information on your loan account including payoff amounts, due dates, and balance information.
- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members (advance authorization required).
- Make bill payments from your checking account up to our standard per-item limit.
- Receive periodic (monthly) electronic statements.
- Receive tax information statements.
- Communicate with the Credit Union using the secure Message Center.
- Transfer funds to other people and request transfers from other people using Popmoney.
- Transfer funds between your own accounts at different financial institutions using the TransferNow Account-to-Account service.

- View your accounts with participating financial institutions using Personal Finance Manager “PFM”.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable. Transactions involving your Credit Card account will be subject to your Visa Credit Card Agreement.

**b. Online Banking Service Limitations.** The following limitations on Online Banking transactions may apply:

1. **Transfers.** You may make transfers to other accounts of yours as often as you like. However, transfers from your Regular Savings, Market Rate Savings, FlexSmart<sup>SM</sup> Money Market or Teachers Deposit Fund accounts will be limited to a total of six (6) in any one month, with the exception to make a loan payment at the Credit Union. 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 or credit card at the time of the transfer, except as limited under this Agreement or your loan or Visa Credit Card agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
2. **Account Information.** The account balance and transaction history 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, Mobile Deposit transactions and our Funds Availability Policy.
3. **E-Mail and Secure Message Center.** The Credit Union may not immediately receive E-mail or Secure Message communications that you send and the Credit Union will not take action based on E-mail or Secure Message requests until the Credit Union actually receives your message and has a reasonable opportunity to act. We reserve the right to require any stop payment notices to be put in writing and we may refuse to send certain information through unsecure e-mail communications. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 12.

## **6. Bill Pay Services**

When you apply for the bill payment service (“Bill Pay”) you must designate your preferred checking account as the



account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s) or Billing Account, we may issue offsetting debits and credits to the Payment Account and Billing Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification

**a. Service Access.** Upon approval, you may use your personal computer to access your accounts. You must use your user ID along with your Online Banking password to access your accounts. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Bill Payment services may not be available due to system maintenance. You will need a personal computer, Internet access and an appropriate web browser (such as Safari, Google Chrome or Microsoft Internet Explorer). The online address for the Bill Payment service is [www.onpointcu.com](http://www.onpointcu.com). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any internet service provider, telephone service or your equipment.

**b. Service Definitions.** "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Credit Union for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments will be debited.

"Billing Account" is the checking account from which all service fees will be automatically debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day

in which case it will be considered to be the previous Business Day.

“Due Date” is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

**c. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Payee. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Due Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

**d. Bill Pay Transactions.** You authorize us to process Bill Pay transactions from your checking account. You or any persons who you have authorized to use your Bill Pay service or Password can perform the following Bill Pay transactions:

- **Make Bill Payments.** Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- **Obtain Information.** Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- **Bill Pay Payment Transactions.** You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

**e. Payment Transactions.** You may use Bill Pay to initiate three different types of bill payment transactions:

- **“Today” payments** are payments initiated today with today’s transfer date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.
- **“Future” payments** are payments initiated by setting the payment amount and future payment date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

- “Recurring” payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

**f. Number and Authorized Payees.** You may schedule payments with payees located in the United States. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your checking account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**g. Service Guarantee.** Due to circumstances beyond the control of the Credit Union, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The Credit Union will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Agreement.

**h. Bill Payment Authorization and Payment Remittance.** By providing the Credit Union with names and account information of Payees to whom you wish to direct payments, you authorize the Credit Union to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Credit Union may edit or alter payment data or data formats in accordance with Payee directives.

When the Credit Union receives a Payment Instruction, you authorize the Credit Union and its processing agents to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment

Date designated by you. You also authorize the Credit Union and its processing agents to credit your Payment Account for payments returned to the Credit Union by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Credit Union will use its best efforts to make all your payments properly. However, the Credit Union shall incur no liability and any Service Guarantee shall be void if the Credit Union is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Credit Union, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Credit Union about the malfunction before you execute the transaction;
3. You have not provided the Credit Union with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Credit Union (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Credit Union has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Credit Union causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the Credit Union shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**i. Payment Methods.** The Credit Union reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment. (Funds remitted to the Payee are deducted from your Payment Account when the laser draft is presented to your financial institution for payment.)

**j. Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or

editing a Scheduled Payment. Once the Credit Union has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

**k. Stop Payment Requests.** The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

**l. Prohibited Payments.** Payments to Payees outside of the United States or its territories are prohibited through the Bill Pay Service.

**m. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service, however such payments are discouraged and must be scheduled at your own risk. In no event shall the Credit Union be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Credit Union. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

**n. Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service electronic bill options, you also agree to the following:

1. Information provided to the Payee. We may, at the request of a Payee, provide to the Payee your e-mail address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, to inform you about any bill information. The Credit Union is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly.

Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

2. Activation. Upon activation of the electronic bill feature the Credit Union may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

3. Authorization to Obtain Bill Data. By activating and using the electronic bill feature for a Payee you authorize us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

4. Notification. The Credit Union will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Credit Union may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

5. Cancellation of Electronic Bill Notification. The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Credit Union will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Credit Union will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

6. Non-Delivery of Electronic Bill(s). You agree to hold the Credit Union harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

7. Accuracy and Dispute of Electronic Bill. The Credit Union is not responsible for the accuracy of your electronic bill(s). The Credit Union is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **7. Mobile Banking Services**

Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make other permitted financial transactions using compatible and supported mobile phones and/or other compatible and supported Internet Enabled devices (including phones, "Internet Enabled Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at [www.onpointcu.com](http://www.onpointcu.com). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

**a. Mobile Banking Transactions.** Upon approval, you may use your Internet Enabled device to access your accounts and loans. You must use your User ID and Online Banking password to access your accounts. You will need an Internet Enabled device with access to the OnPoint Mobile Banking app or web browser version. You are responsible for the installation, maintenance and operation of your Internet Enabled device. You understand that the Mobile Banking Service may not be accessible or may have limited access over some mobile telephone networks, or based on the availability of mobile service. The Credit Union will not be responsible for errors or failures involving

your Internet Enabled device or service. At present time, you may use Mobile Banking Service to:

- Review account balance and transaction history for your deposit and loan accounts.
- Review information on your loan account including payoff amounts, due dates, and balance information.
- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members (advance authorization required).
- Make bill payments from your authorized funding accounts to payees, previously set up in Online Banking, up to our standard per-check limit.
- Transfer funds to other people and request transfers from other people using Popmoney.
- Transfer funds between your own accounts at different financial institutions using the TransferNow Account-to-Account service.
- Locate an ATM.
- Locate an OnPoint branch.

**b. Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Internet Enabled device and the Mobile Banking software (“Software”) required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your Internet Enabled device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any Internet Enabled device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, you agree that we will not be liable for any delays in the content, or for any actions you



take in reliance thereon. If you need current account information you agree to contact us directly.

**c. Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

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

**e. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

1. Transfers. You may make transfers to other accounts of yours as often as you like. However, transfers from your Regular Savings, Market Rate Savings, FlexSmart<sup>SM</sup> Money Market or Teachers Deposit Fund accounts will be limited to a total of six (6) in any one month, with the exception to

make a loan payment at the Credit Union. 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 or credit card at the time of the transfer, except as limited under this Agreement, or your loan agreements or Visa Credit Card Agreement. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

2. Account Information/Ownership. The account balance and transaction history 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, Remote Deposit transactions and our Funds Availability Policy. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

3. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

4. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully

threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

5. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

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

7. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Internet Enabled device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Internet Enabled device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

8. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection, and such service providers are, for the purposes of

this subsection, third party beneficiaries with the power to enforce those provisions against you, as applicable.

## **8. Popmoney<sup>SM</sup> Payments Service**

The Popmoney Payments Service (Popmoney Service) enables you use the Credit Union online banking service: (1) to initiate a payment transaction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment transaction from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service payment transactions, other Payment Networks may be used to facilitate the execution and transmission of payment transactions. All payment transactions must be made through the Credit Union online banking service and are subject to the terms of this Agreement. Receipt of payment transactions may be made through the Credit Union online banking service subject to the terms of this Agreement. However, in some instances, receipt of payment transactions may be made through [www.Popmoney.com](http://www.Popmoney.com) (the “Popmoney Website”) and if you choose to initiate or receive a payment transaction at the Popmoney Website you agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Popmoney Website.

**a. Definitions.** “ACH Network” means the funds transfer system, governed by the NACHA Rules that provides funds transfer services to participating financial institutions.

“Eligible Transaction Account” is a transaction account (checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information) from which your payments as a Sender will be debited, any Popmoney Service fees will be automatically debited, or to which payments and credits to you will be credited.

“Payment Instruction” is the information provided by the Sender to the Popmoney Service for a payment to be made to a Receiver (such as, but not limited to, name, mobile telephone number, email address, and bank account and routing number information).

“Payment Network” means a payment network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

“Receiver” is a person or business entity that is sent a payment transaction through the Popmoney Service.

“Sender” is a person or business entity that sends a payment transaction through the Popmoney Service.

**b. Initiation of Payment Transactions.** You may initiate (a) a one-time payment transaction to a Receiver for which processing shall be initiated

immediately, (b) a one-time payment transaction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of payment transactions to a Receiver for which processing shall be initiated on the specified dates. Payment transactions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete an ACH Network transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the payment transaction (a “Two-Step Transfer”). If the Receiver maintains an Eligible Transaction Account with an institution that participates in the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution’s website or mobile application to complete the payment transaction and receive the payment.

You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the Popmoney Service, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver’s Eligible Transaction Account no earlier than the next Business Day after you initiated the payment transaction. If you request a one-time payment transaction to be initiated on a specified date or a recurring series of payment transactions to be initiated on specified dates, then the processing of the payment transaction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver’s Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver’s Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information.

**c. Payment Authorization and Payment Remittance.** By providing us with names and telephone numbers, email addresses, and/or account

information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Popmoney Service. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Receiver to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. Neither the Sender nor Receiver may use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a payment transaction made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account;
2. The Popmoney Service is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction;
3. The payment is refused;
4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a payment transaction; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the

proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.

**d. Receiving Payments.** If another person wants to send you a payment transaction using the Popmoney Service to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the Popmoney Service or at the Popmoney Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and the Popmoney Website to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you, and, as a Receiver, you may also receive electronic gift cards or requests from others for payment through the Popmoney Service.

**e. Payment Methods and Amounts.** We impose limits on the amount of money or gift card value you can send or receive. These limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

**f. Receipts and Transaction History.** You may view your transaction history by logging into the online banking service and viewing your transaction history.

**g. Calls to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number), you consent to receiving autodialed and prerecorded message calls from us at that number for non-marketing purposes.

**h. Service Providers.** We are offering you the Popmoney Service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable

rights and protections that this Agreement provides to us.

**i. Prohibited Payments.** The following types of payments are prohibited and we have the right but not the obligation to monitor for, block and/or reverse such payments:

- Payments to or from persons or entities located in prohibited territories;
- Payments that violate any law;
- Payments for donations or payments to an unauthorized charity or non-profit organization
- Payments that violate any terms in this Agreement; and
- Payments related to tax or court ordered obligations, gambling, any unlawful activity, or any objectionable purpose as we reasonably determine.

In no event shall we be obligated to research or resolve or be liable for any claims or damages resulting from your scheduling of prohibited payments.

## **9. TransferNow Account-to-Account Transfer Service**

The TransferNow Account-to-Account Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions.

**a. Definitions.** “Account” means a checking, money market or savings accounts.

“Recipient Account” is the account to which your funds will be credited.

“Sender” means the Transaction Account holder initiating a transfer through the TransferNow Account-to-Account Service.

“Transaction Account” is the Account from which your funds will be debited, your Account-to-Account Service fees will be automatically debited, or to which funds will be returned.

“Transfer Instruction” is the information provided by you to the Account-to-Account Service for a transfer of funds to a Recipient Account.

**b. Transfer Authorization and Processing.** You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a



Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

**c. Transfer Methods and Amounts.** We may, at our sole discretion, impose limits on the amount of money you can transfer through our Account-to-Account Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

**d. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an “unclaimed funds” account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

**e. Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**f. Your Responsibilities for Accurate Information.** Your enrollment in the Account-to-Account Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Account-to-Account Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Account-to-Account Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient

Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Account-to-Account Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused;
4. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

**g. Failed Or Returned Transfers.** In using the Account-to-Account Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transfer amount that has been returned to us; (b) For any amount not reimbursed to us within fifteen (15) days of the initial notification, a late charge equal to one and a half percent (1.5%) monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed; (c) You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds from you; the fee amount will be as set forth in your fee schedule from us or your Account agreement with us. You hereby authorize us to deduct these amounts from your designated Transaction

Account by ACH debit; (d) You will reimburse us for any fees or costs we or they incur in attempting to collect the amount of the return from you; and, (e) We are authorized to report the facts concerning the return to any credit reporting agency.

**h. Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

**i. Returned Transfers.** In using the Account-to-Account Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

**j. Service Providers Refused Transfers.** We are offering you the Account-to-Account Service through one or more service providers with whom we have contracted some or all of the service on our behalf. You agree that we have the right under this Agreement to delegate to our service providers certain rights and performance obligations that we have under this Agreement, and that our service providers will be intended third party beneficiaries of this Agreement and will be entitled to the applicable rights and protections that this Agreement provides to us.

## **10. Account Aggregation**

**a. Description of Service.** The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union.

### **b. Terms of Service.**

1. Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you (“Third Party Accounts”), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize

and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party.

2. Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.

3. Your Responsibilities. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or

loss of data that results from the download of such material and/or data.

**c. Discontinuing Service.** You must notify us if you wish to discontinue using Account Aggregation; you may send us an email or call us as provided in this Agreement. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

## **11. Security of Access Code**

The Card PIN's, Online and Mobile Banking Passwords and Telephone Teller Access Codes ("access code") are for your security. Your access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code and Internet Enabled or Mobile Device available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code and Internet Enabled or Mobile Device, you understand that person may use the Online Banking, Bill Pay or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to change your access code or maintain the security of your access code and the Credit Union suffers a loss, we may terminate your electronic services immediately.

## **12. Member Liability**

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or Access Code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or Access Code without your authority or if you believe that an electronic funds transfer has been made without your permission. Calling Member Services is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent (for example allowing any other individual access to your PIN and/or Card) or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following

liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by Card, Access Code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or became available to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized debit card purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If extenuating circumstances kept you from telling us, we may extend the time periods.

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

(503) 228-7077 local                      (800) 527-3932 toll free

or write: OnPoint Community Credit Union

Attn: Member Services

PO Box 3750

Portland, OR 97208-3750

### **13. Business Days**

Our business days are Monday through Friday, excluding holidays.

### **14. Fees and Charges**

You agree to pay the fees and charges for EFT services as set forth on the Deposit Rate Sheet/Fee Schedule. From time to time, the charges 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 or credit card account, such transactions may be subject to finance charges and fees under the terms and conditions of your Loan Account Agreement, Overdraft Protection Personal Line of Credit Agreement or Visa Credit Card Agreement.

If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction and OnPoint Community Credit Union. The ATM surcharge will be debited from your account if you elect to complete the transaction. You may use your ATM Card or Visa Debit

Card surcharge free when you use an OnPoint ATM or one connected to the MoneyPass or CO-OP networks.

## **15. Right to Receive Documentation of Transfers**

**a. Periodic Statements.** All EFT transactions will be recorded on your periodic statement. You will receive a statement monthly.

**b. Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made through Online or Mobile Banking or by calling Telephone Teller or Member Services.

**c. Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa merchant, with the exception of some electronic terminals that will not provide receipts for transactions of \$15 or less, or at ATM's where you have elected not to receive a transaction receipt.

## **16. Account Information Disclosure**

We may disclose EFT information to third parties about your account or the transfers you make:

- a.** As necessary to complete transfers;
- b.** To verify the existence of sufficient funds to cover specific transactions upon the request of an authorized party to the transaction;
- c.** To comply with government agency or court orders;
- d.** If you give us your written permission.

## **17. Call Recording**

We may record telephone calls for quality assurance purposes, instruction of payment orders and related acts. Failure to do so shall not be deemed a failure to exercise reasonable care or good faith. By calling, you agree to indemnify and hold OnPoint harmless against any costs, expenses, damages, and liabilities, including attorney's fees that may incur as a result of such recording or the use thereof.

## **18. Credit Union Liability for Failure to Make Transactions**

If we do not complete a transfer to or from your consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. (A consumer account is defined as an account belonging to a natural person and used primarily for personal, family, or household purposes.) Our sole responsibility for an error in a transfer will be to correct the error.

For Online and Mobile Banking services, you agree that neither we nor the service providers shall be responsible for

any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser or internet access providers, mobile phone providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, the Credit Union Online or Mobile Banking services, Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Credit Union Online and Mobile Banking services and may have referred to such services as “secured”, we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law.

Additionally, the Credit Union will not be liable for the following:

- a.** If, through no fault of ours, you do not have enough money in your account to complete a transaction, your account is closed, or the transaction amount would exceed the credit limit on your line of credit or Visa Credit Card.
- b.** If you used the wrong PIN, Access Code, or member/account number, or you have not properly followed any applicable computer, Internet, mobile device or Credit Union instructions for performing the transaction.
- c.** If the terminal where you are making the transaction does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- d.** If your Internet enabled or mobile device fails or malfunctions, or the Online or Mobile Banking service was not properly working and such problem was or should have been apparent when you attempted such transaction.
- e.** If, through no fault of ours, a bill payment or EFT transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
- f.** If circumstances beyond our control (such as fire, flood, postal strikes, equipment or power failure) prevent the transaction.
- g.** If the money in your account is subject to legal process or other claim, or if your account is frozen because of a delinquent loan, overdrawn account, or suspected fraud or dispute.
- h.** If the error was caused by a system beyond the Credit Union’s control such as the ATM network,



telecommunications system, mobile phone service provider or Internet service provider.

**i.** If you have not given the Credit Union complete, correct, or current information so the Credit Union can process a transaction

**j.** If anyone refuses to honor your Visa Debit Card or ATM Card.

**k.** The ATM machine may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

**l.** If there are other exceptions as established by the Credit Union.

## **19. Preauthorized Electronic Funds Transfers**

**a. Stop Payment Right.** If you have arranged in advance to make regular EFT transactions out of your account(s), you may stop payment of preauthorized transfers (excluding Online and Mobile Banking Bill Payments) from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**b. Notice of Varying Amounts.** If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

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

## **20. Termination of EFT Service**

You agree that we may terminate this Agreement and your use of your ATM/Visa Debit Card and EFT services, if you or any authorized user of your ATM/Visa Debit Card, PIN or Access Code breach this or any other agreement with us or we have reason to believe that there has been an unauthorized use of your card, PIN or Access Code.

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

the parties under this Agreement for transactions initiated before termination.

## **21. Notices**

The Credit Union reserves the right to change the terms and conditions upon which EFT services are offered.

The Credit Union will mail notice to you at least thirty (30) days before the effective date of any EFT change, as required by law. Use of this EFT service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

## **22. Statement Errors**

If you notice an error or have questions about your electronic transfers, contact Member Services or write us at the address set forth in Section 12 above as soon as you can. We must hear from you no later than sixty (60) days after we sent or made the first statement available to you on which the problem appears.

- a.** Tell us your name and member/account number.
- b.** Describe the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c.** Tell us the dollar amount of the suspected error. The following two paragraphs apply only to consumer accounts (an account belonging to a natural person and used primarily for personal, family, or household purposes):

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (5 business days for OnPoint Community Credit Union Visa Debit Card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation

of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

### **23. ATM Safety Notice**

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home. When depositing cash at the night drop, have a supply of deposit envelopes at home or the office. Prepare your deposit before going to the ATM or night deposit facility, and conceal the deposit in a pocket or purse until you reach the ATM or night deposit facility and begin your transaction.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM or Visa Debit Card and deposit, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) on your ATM or Visa Debit Card. Do not keep a record of your PIN any place where it might be available to others.
- Report all crimes to law enforcement officials immediately.
- Do not leave your transaction receipt at the ATM. Protect your account information.

## Member Services

Mon-Fri 7:00 am-7:00 pm  
Saturday 9:00 am-1:00 pm

P.O. Box 3750, Portland, OR 97208-3750  
503.228.7077 800.527.3932 FAX 503.273.2698

## 24-Hour Loan Decisions

[www.onpointcu.com/loanapplication](http://www.onpointcu.com/loanapplication)

## OnPoint Mortgage

503.273.1755 or 800.527.3932 ext. 5220

## 24-Hour Credit Card Support

866.820.3101

## Insurance Services

800.523.3068

## Branches

Visit our website at [www.onpointcu.com](http://www.onpointcu.com) for branch hours and locations.

## Online Banking

[www.onpointcu.com](http://www.onpointcu.com)

**OnPoint**<sup>®</sup>  
COMMUNITY CREDIT UNION



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