



## BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT

Effective June 1, 2024

### Welcome to OnPoint Community Credit Union

Thank you for opening a membership with OnPoint. We are pleased to have you as a member and we look forward to serving you.

This Business Membership & Account Agreement (Agreement) is the contract between you and OnPoint Community Credit Union (OnPoint) that covers your and our rights and responsibilities concerning OnPoint membership and the deposit accounts we offer. We recommend you keep this Agreement. Please note that we regularly update it and you can always find the current Agreement at [onpointcu.com](http://onpointcu.com) or request a copy by visiting an OnPoint branch or calling our Contact Center.

The form of ownership of your accounts and the type of accounts (including business certificates of deposit) are designated on your business account application. Your business account application, this Agreement, the Business Deposit Rate Sheet, Business Fee Schedule, and any additional disclosures, terms and conditions, or agreements you may receive in connection with obtaining other OnPoint products and services, now or in the future, including, without limitation, the Online Banking Agreement, all as amended from time to time, are incorporated herein by this reference and represent our agreements with you and contain important information governing your accounts. Please read them carefully and retain them for your records. By signing or submitting a business account application, signature card, or authorized signer change form, each of you, jointly and severally, agree to the terms and conditions of this Agreement, our Bylaws and policies, and any amendments to these documents from time to time that collectively govern your membership and accounts.

In this Agreement, the words “you” and “yours” mean those who: (1) are the Member/Account Owner (the “Member”) named in the business account application or sign such application or signature card; (2) assert any ownership in an account; (3) are an Authorized Signer for an account; or (4) use any access device for any account. The words “we,” “us,” and “our” mean OnPoint Community Credit Union. The word “account” means any one or more business savings (savings), business checking (checking), or business certificate of deposit accounts you have with us. Our business days are Monday through Friday, excluding federal holidays.

The word “item” means all orders and instructions for the payment, transfer, or withdrawal of funds from an account. As examples, “item” includes: a check, a substitute check, electronic transactions (including an ACH submission, ATM withdrawal or transfer, or point-of-sale transaction), a preauthorized payment, an automatic transfer, a telephone-initiated transfer, and a transfer or bill-payment instruction through Online Banking.

The most recent versions of our Business Fee Schedule and Business Deposit Rate Sheet referred to in this Agreement are available in our branches. These schedules are also available on our website: [www.onpointcu.com](http://www.onpointcu.com).

**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 for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

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# I. MEMBERSHIP AND ACCOUNTS

## 1. Membership Eligibility

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

**a. Term of Membership.** Once you join OnPoint, you may remain a member, even if you leave your job or move from the area, if you comply with the terms of this Agreement and maintain a minimum deposit of \$5 in a savings account.

**b. Voting.** We are owned and operated by our members. Subject to our Bylaws, for any Board of Director elections submitted to the members for a vote, each member may cast one ballot. Members must be at least 18 years old to vote. Any Authorized Signer designated on the business account application, signature card, or authorized signer change form may cast votes on behalf of the member at any regular or special meeting.

## 2. Duties of Membership

By signing a business account application, signature card, or authorized signer change form or opening or continuing to hold an account with us, you agree to be governed by our Bylaws, rules, regulations, and code of conduct of OnPoint Community Credit Union and any existing or future amendments thereto, and by the federal and state laws applicable to credit unions. A copy of our Bylaws is available for inspection in our branches. We ask that you notify us in advance if you wish to inspect the Bylaws so that we can make suitable arrangements for you to do so.

Membership with us comes with certain ongoing obligations and responsibilities. For example, you may not use or try to use your account or any of our products and services for any unlawful transaction, or engage in any activity that misuses our products or services or is deemed by us to be unusual, fraudulent, dishonest, deceptive, or destructive to us or our property. Engaging in such activities may lead to account restriction, suspension, closure, and/or expulsion. You must honor your contracts, agreements, and obligations with us and act with civility in all dealings with our directors, officers, and employees. In addition, you must keep us informed of your current address. If you are expelled, you may not be a fiduciary (e.g., a trustee or custodian or agent under a power of attorney) or a joint account owner on another account, or otherwise receive services from us.

## 3. Account Types

**a. Individual Business Accounts.** An individual account is an account owned by one depositor including any individual or sole proprietor qualified for membership with us. 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 to the owner's estate, if applicable.

This transfer of interest will be subject to other provisions of this Agreement that govern: (1) our protection for honoring transfer and withdrawal requests of an owner or owner's agent before we receive notice of an owner's death; (2) any security interest or pledge granted by the account owner; and (3) our statutory lien and setoff rights.

**b. Business Organization Accounts.** If the Member is a business organization, you must designate the individuals authorized to act on behalf of the Member as an Authorized Signer on the business account application, signature card, or authorized signer change form. At least one Authorized Signer signing this business account application, signature card, or authorized signer change form must be a corporate officer: President, Vice President, Treasurer or Secretary, general partner, LLC Manager/ Member, or owner, or other organization officer as applicable. We may require 2 signatures. You agree to notify us of any change in authority. We may rely on the written authorization until such time we are informed of changes in writing and have had a reasonable time to act upon such notice.

Authorized Signers are authorized to transact any business of any nature with us on behalf of the Member, and take any action regarding the accounts. We will accept and pay without further inquiry any item, signed by an Authorized Signer drawn against any of the Member's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by us and to perform any other transaction permitted under the Agreement. You agree to notify us in writing of any change in the Authorized Signers' authority. The authority given to the Authorized Signers named on the business account application, signature card, or authorized signer change form shall remain in full force until written notice of revocation or a business account application, signature card, or authorized signer change form is delivered to and received by us. Any such notice shall not affect any items in process at the time notice is given. We may request any other evidence of an Authorized Signer's authority at any time. An Authorized Signer shall notify us of any change in the Member's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between us and the Member before any such change occurs. We shall have no duty to inquire as to the powers and duties of any Authorized Signer and shall have no notice of any breach of fiduciary duties by any Authorized Signer unless we have actual notice of wrongdoing.

We may require that third-party checks payable to a club or association be deposited to the account and not cashed.

We will have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless we have actual notice of any wrongdoing.

## 4. Deposit Requirements

Funds may be deposited to any account in any manner that we approve, in accordance with the requirements set forth on the Business Deposit Rate Sheet and Business Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Business certificate of deposit accounts are governed by the terms of this Agreement and the terms and disclosures on your business certificate of deposit receipt for each account, which is incorporated herein by this reference. You agree not to deposit, without our consent, any substitute check or similar item that you have created, or for which any financial institution has provided any substitute check, warranties, and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. We reserve the right to refuse or to return any deposit.

**a. Endorsements.** You authorize us, in our 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 us to supply missing endorsements if we choose to supply such endorsements. We reserve the right to refuse to accept third-party checks or to verify all endorsements on third-party checks presented. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check, we 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 1.5 inches from the top edge. We may accept drafts or checks with endorsements outside this space. But 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 we incur due to the delay or error. If we offer a remote-deposit-capture service and you have been approved to use the service to make deposits to your account, you agree that, before transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service.

**b. Collection of Items.** We shall not be responsible for deposits made by mail, at night depositories, or at an unstaffed facility until we actually receive them. In handling items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We 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. We reserve 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 Business Fee Schedule.

**c. Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include “two signatures required,” “void after 60 days,” and “not valid over \$500.” We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

**d. Final Payment.** All items, including 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. After we have received final payment, we will refer to these deposits as collected items. If we incur any fee to collect any item, we may charge such fee to your account for each presentment of an item, as set out in our Business Fee Schedule. We reserve the right to refuse or to return all or any item or funds transfer. We have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

**e. Direct Deposits.** We 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 you have with us. You must authorize any direct deposits to your account by a separate authorization form. If applicable, you must notify us at least 30 days before any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct-transfer option. Any cancellation or change will become effective once we receive notice from you and have a reasonable period to act on your request. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a filing of bankruptcy, if you fail to cancel any direct-deposit authorization, you instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree we may deduct the amount returned from any of your accounts, unless prohibited by law.

**f. Crediting of Deposits.** Deposits made on Saturdays, Sundays, and federal holidays will generally 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 we remove and process deposits. For deposits made at ATMs, unstaffed facilities, or any other means except in-person deposits made to an OnPoint 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. See Part II, “Funds Availability Policy,” for further information.

**g. Transactions by Mail.** Except as otherwise provided in this Agreement, we 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 we process the transaction. If you make a deposit or payment that is not accompanied by instructions on 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. See Part II, “Funds Availability Policy,” for further information.

**h. Night Depository.** For business members who have requested and we have arranged for night depository services, the following requirements apply. You agree to use the night depository bag, envelope or container we furnish and to use the container only for deposits made with us. You agree to properly place containers securely in our night depository facility. You agree to assume full responsibility for placing your deposit items or property in containers other than those we furnish and for failing to conform to all terms applicable to the night depository service. You agree that our liability for the night depository service is that of a bailee of night depository containers and their contents. We are a bailee until the containers are opened and we verify and credit the contents to your account or until you have signed a receipt for and accepted custody of the containers.

## 5. Account Access

**a. Authorized Signature.** We require your authorized signature on your business account application, signature card, or authorized signer change form before we will honor transactions on your account. We are authorized to recognize your signature, but we will not be liable for refusing to honor any item or instruction of yours if we believe that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, we may honor any transaction that appears to bear your facsimile signature, even if it was made by an unauthorized person. If you give your membership or 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. We 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 that your electronic signature captured and stored as an image by electronic means will be sufficient evidence of your assent to be contractually bound by the Agreement and will 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 we permit (i.e., check, ATM, debit card, in person, electronically, internet-enabled device, mail, wire transfer, automatic transfer, or telephone). If we accept any check that is not drawn on a check form that we or our vendors provide, you will be responsible for any loss we incur for handling the check. We may return as unpaid any check that is not drawn on the check form we provide. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We may refuse to honor a power of attorney if our refusal is conducted in accordance with applicable state law.

**c. Sight Examination.** We 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 that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

## 6. Fund Transfers

**a. Authorization for Transfers/Debiting of Accounts.** You may make or order fund transfers to or from your account. We will debit your account for the amount of a fund transfer from your account and will charge your account for any fees related to the transfer.

**b. Right to Refuse to Make Transfers/Limitation of Liability.** Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available balance in your account. We are not liable for errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. In addition, we will not be liable for consequential, special, punitive, or indirect loss or damage that you may incur in connection with fund transfers to or from your account.

**c. No Notice Required.** We will not provide you with notice when fund transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

**d. Provisional Credit for ACH Transactions.** We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

**e. Payment Order Processing and Cutoff Times.** Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date that it is received or on a particular date that you specify. Cutoff times may apply to the receipt, execution, and processing of fund transfers, payment orders, cancellations, and amendments. Fund transfers, payment orders, cancellations, and amendments received after a cutoff time may be treated as having been received on the next fund-transfer business day. Information about any cutoff times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny or verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

**f. Identifying Information.** If your payment order identifies the recipient and any financial institution by name and account or other identifying number, we and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

**g. Amendments and Cancellations of Payment Orders.** Any account owner may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose us to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.



**h. Security Procedures.** We may require you to follow a security procedure to execute, amend, or cancel a payment order so that we may verify the authenticity of the order, amendment, or cancellation. You agree that the security procedure established by separate agreement between you and us is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in accordance with the security procedure you choose.

**i. Duty to Report Unauthorized or Erroneous Fund Transfers.** You must exercise ordinary care to identify and report unauthorized or erroneous fund transfers on your account. You agree that you will review your accounts and periodic statements. You further agree you will notify us of any unauthorized or erroneous transfers within the time described in the "Statements" section of this Agreement.

**j. Recording Telephone Requests.** You agree that we may record payment order, amendment, and cancellation requests as permitted by applicable law.

**k. ACH and 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, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement for the transfer. You agree that if we do not receive final settlement for a transfer, we may reverse the provisional credit to your account, or you will refund the amount to us. We 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. You acknowledge and accept that we (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 name. Once we have sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate transfer instructions, written or oral, we will not be responsible for any resulting losses, delays, or failed transactions.

You understand that 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, as adopted in Oregon, and (if the transfer is cleared through the Federal Reserve) by Regulation J (12 CFR part 210). ACH transactions are governed by the rules of the National Automated Clearing House Association. The origination of ACH transactions to or from your account must comply with provisions of United States law. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations, including the Office of Foreign Asset Control's regulations.

**l. 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 our screening criteria for review and examination under the Office of Foreign Asset Control's regulations (OFAC Rules), the settlement of such an IAT Entry may be delayed or suspended pending our review 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.

**m. Electronic Check Transactions.**

**i. Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account, and serial numbers of your check to initiate the transfer, whether the check is blank, partially or fully completed, or 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.

**ii. Electronic Re-Presented Checks.** If you write a check on an 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 re-presented check), to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us and you will be subject to a fee for any overdraft as described in the Business Fee Schedule. 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 under penalty of perjury 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 financial institution 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.

## 7. Account Rates and Fees

We pay account earnings and assess fees against your account as set forth on the current Business Deposit Rate Sheet and Business Fee Schedule. The interest rate and Annual Percentage Yield (APY) on your business accounts are set forth on the Business Deposit Rate Sheet. We may change these disclosures at any time and will notify you as required by law. In addition, the following terms apply. Please see your business certificate of deposit receipt for business certificate of deposit disclosures.

**a. Checking Account Interest and Earnings Credit.** The interest rate and APY for Business Interest Checking are tiered as set forth on the Business Deposit Rate Sheet. Once a balance tier has been reached, you will earn the interest rate for that tier on the entire balance of the account. For IOLTA Checking, the interest rate and APY are set forth on the Business Deposit Rate Sheet. For Business Analyzed Checking, the earnings credit rate will apply to the average ledger balance in the account for the month, less a reserve requirement specified on the Business Deposit Rate Sheet. The total interest earned for the month is the “earnings credit.” We will offset against the earnings credit: (i) all analyzed fees and charges as set forth on the Business Deposit Rate Sheet, and (ii) the overdrawn balance rate set forth on the Business Deposit Rate Sheet applied to the balance for each day the account balance falls below zero dollars.

**b. Savings and Money Market Accounts Interest.** Once a balance tier has been reached you will earn the interest rate for that tier on the entire balance of the account.

**c. Business Certificate of Deposit Accounts.** For business certificate of deposit accounts, the APY is based on an assumption that interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.

**d. Compounding, Crediting, and Accrual of Interest.** Interest will be compounded and credited as set forth on the Business Deposit Rate Sheet. For Business Analyzed Checking Accounts, the interest earnings credit on ledger balances may offset the analyzed service charges/fees as set forth on the Business Fee Schedule. The interest period for all savings accounts begins on the first calendar day of the month and ends on the last calendar day of the month. Interest will begin to accrue on non-cash deposits (e.g. checks) on the business day you make the deposit to your account. For any business certificate of deposit account, you may elect at account opening to have accrued interest transferred to another of your accounts with us. This transfer election and the APY for your account will be shown on your business certificate of deposit receipt.

**e. Minimum Balance.** The minimum balance required to open each account and to earn dividends or interest, as applicable, is set forth on the Business Deposit Rate Sheet. For all accounts, except Business Analyzed Checking, interest is calculated by the daily balance method that applies a periodic rate to the principal in the account each day.

## 8. Transaction Limitations

**a. Withdrawal Restrictions.** We will permit a withdrawal only if your account has a sufficient available balance to cover the full amount of the withdrawal or you have sufficient available funds in an account that is linked to your account, as described below in the section entitled “Linked Accounts for Overdraft Protection.” Items drawn against insufficient available funds will be subject to a service charge (an “overdraft fee”) if the item is paid (as described below). If there are sufficient available funds to cover some but not all of your items, we may allow those withdrawals for which there are sufficient available funds in any order at our discretion.

We 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 us to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to us; any required documentation has not been presented; or you fail to repay a loan from us on time. We reserve the right to require members to give notice in writing of any intended withdrawals from any account (except checking accounts) of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

**b. Transaction Limitations.** We reserve the right to limit the volume of checks or cash deposited and the number of deposits per day. If the transactions on your account exceed the volume or amount considered normal, we may limit your account activity or close your account. Please consult Part III, “Electronic Funds Transfer.”

## 9. Administrative Account Freezes

There are many reasons we may decline or prevent transactions to or from your account or otherwise restrict your account, but we generally do it to protect you or us, or to comply with the law. You acknowledge and agree that we may decline or prevent any or all transactions to or from your account, including refusing, freezing, reversing or delaying any specific withdrawal, payment, or transfer of funds to or from your account, or removing funds from your account to hold them pending investigation, including in one or more of the following circumstances:

- Your account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control, funds or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;



- We are complying in our sole discretion with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your account (or all of your accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law. We may assign and transfer your account information and documentation to a replacement account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your account is reported compromised by you or any signer. If we issue you a replacement account number, this Agreement governing you and your account will continue to apply, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this section and/or related sections, and we may take such action without advance notice.

## 10. Insufficient Funds and Overdrafts

**a. Available Balance.** “Available Balance” means the funds in your account available for withdrawal and may not be the same as your current account balance. Your available balance will be less than your current account balance, for example, when there are:

1. Deposit holds: holds on funds that have been deposited but are not yet available for withdrawal or transfer, including holds placed on items that have previously been returned unpaid (see Part II, “Funds Availability Policy,” for further information).
2. Preauthorized debit-card transactions: this occurs when a merchant has requested an authorization for payment and the final charge has not yet been submitted by the merchant.
3. Funds subject to dispute.
4. Fees and service charges disclosed in the Business Fee Schedule.
5. Other holds.

**b. Your Overdraft Liability.** If, on any day, the Available Balance in your checking account is 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. Our determination of an insufficient Available Balance is made at the time the check or other item is presented to us, which may be later than the time you conduct the transaction. We have no duty to notify you of a check or other item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to immediately pay the overdraft amount and any fees. You will be subject to a charge for each item we pay over the amount of Available Balance, as set forth in the Business Fee Schedule. We reserve the right to pursue collection of items that were previously returned at any time, including giving a payer financial institution extra time beyond any midnight deadline limits.

**c. Linked Accounts for Overdraft Protection.** We offer you the option to link your checking account with your eligible accounts held at OnPoint (including select business savings products, business lines of credit, and consumer and business credit cards). When you do not have sufficient Available Balance to cover an item, we may automatically transfer or advance available funds from a linked account to your checking account. If your linked backup account does not have enough available funds to cover the necessary amount, we may decline to make the transfer, your checking account may become overdrawn, and you may be charged an overdraft fee, as set out in the Business Fee Schedule. You may cancel this overdraft-transfer service at any time by notifying us before a transfer is made.

If you use your credit card account for this service, advances are subject to the terms and conditions described in your applicable credit card agreement. The funds advanced are subject to finance charges under your credit card agreement. Please see your credit card agreement for more information. If you use your line of credit for this service, advances are subject to the terms and conditions described in the line of credit agreement. The funds advanced are subject to finance charges under your line of credit agreement. Please see your line of credit agreement for more information.

**d. Items Paid and Items Returned Unpaid.** If you do not have sufficient funds available in the aggregate from all sources (your available balance and any linked eligible accounts) to cover the amount of an item presented to us for payment, we may, at our sole discretion, either:

- Pay the item, even though you do not have a sufficient Available Balance in your account (courtesy pay). If we pay an item, we will do so, regardless of amount, in accordance with our normal operating procedures for such items. If we decide, in our sole discretion, to pay an overdraft, then we will charge you an overdraft fee, as provided in our Business Fee Schedule. When an item is paid and creates an overdraft, you agree and authorize us to pay the item from funds from another of your accounts or from funds subsequently deposited in the account, including direct deposits of governmental benefits, such as Social Security. Any negative balance in your account is immediately due and payable unless we otherwise agree in writing.
- Not authorize the debit-card purchase or payment transaction or ATM withdrawal, or not pay and return the check, ACH payment, or other item drawn against non-sufficient or unavailable funds in your account (when the Available Balance in your

account is not enough to cover the item), even though we previously established a pattern of honoring such items. We are not obligated to notify you before we decide to not authorize an item or not pay an item.

**e. Member Repayment Responsibility.** You agree that 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. Accounts may be closed for failure to repay overdraft balances and will be subject to collection and any other legal remedy. We will report account closures to consumer and/or credit reporting agencies.

**f. Posting Order.** We generally process items in the order we receive them with the exception that for checks where our systems can read the check number, we process them sequentially by check number. As an example, on the same business day we receive three checks that were not cashed at a teller with check numbers 501, 510, and 515. Our system would subtract 501 first, then 510, and then 515.

## 11. Postdated and Staledated Items

You agree not to issue any check or draft that is payable on a future date (postdated). If you do draw or issue a check or draft that is postdated and we pay it before that date, you agree that we will have no liability to you for such payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six months past its date (staledated); however, if the check or draft is paid against your account, we will have no liability for such payment.

## 12. Stop Payment Orders

**a. Stop Payment Request.** You may ask us 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 to stop payment by telephone, by mail, or in person. For checks, the request to stop payment will be effective if we receive the order in time for us to act upon it. For ACH debits, the request to stop payment must be received at least three business days before the scheduled date of the transfer. You must state your account number, the date and exact amount of the check or ACH, and the number of the check or originator of the ACH debit.

If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the request to stop payment is not received in sufficient time for us to act upon it, we will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely request to stop payment, 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 us, and to assist us in legal action taken against the person.

**b. Duration of Order.** If you make an oral request to stop payment, we reserve the right to require your written confirmation within 14 days. A written request to stop payment is effective for six months and may be renewed for additional six-month periods by submitting a renewal request in writing before the stop-payment order then in effect expires. We do not have to notify you when a stop-payment order expires. An ACH request to stop payment will be effective indefinitely, unless you request it to be removed in writing. We are not obligated to notify you when a stop-payment order expires.

**c. Liability.** We may charge a fee for each request to stop payment, as set forth in the Business Fee Schedule. You may not stop payment on any cashier's check or other check or payment that we guarantee. You should be aware that while payment of the item may be stopped, you may nonetheless remain liable to any person, including us, who is a holder of the item. You agree to indemnify and hold us harmless from all costs, including attorney fees, damages, or claims related to our action in refusing payment of an item, including claims of any joint owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information you provide.

## 13. Lost Items

We only act as your agent in receiving items from you for withdrawal and deposit and reserve 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.

## 14. Our Liability for Errors

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages, not to exceed the amount of the transaction, except as otherwise provided by law. Subject to applicable law, we will not be liable if: (a) through no fault of ours, your account does not contain enough money to complete the transaction; (b) circumstances beyond our 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 another claim. We will not be liable for consequential damages except in cases of liability for wrongful dishonor as permitted by law. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. Our 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 we service. You grant us 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 our employees and any written form will be resolved by reference to this Agreement and any other applicable written agreement.

## 15. Credit Union Lien and Security Interest

To the extent that you owe us money as a borrower, guarantor, endorser, or otherwise, state law gives us a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the source of the funds. This provision does not apply to IRA or HSA accounts or other tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law. After you are in default, we may exercise our statutory lien rights without further notice to you. We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce our lien, we do not waive our right to enforce the lien at a later time. In addition, you grant us a consensual security interest in your shares and dividends and all deposits and interest, if any, in all accounts and agree that we may use the funds from your accounts to pay any debt or amount you owe us, except obligations secured by your dwelling or consumer credit card obligations unless agreed to in your loan or credit agreements, subject to applicable law. All accounts are non-assignable and nontransferable to third parties. You agree that we have the right to offset funds in any of your accounts against the obligation owed to us. We may use funds held in your joint accounts to repay obligations on which any account owner is liable, whether jointly with another or individually. If the law imposes conditions or limits on our ability to take or setoff funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits and you authorize us to apply funds in any or all of your accounts with us to obligations you owe us.

If we do not apply or offset the funds in your accounts to satisfy your obligation, we may place an administrative freeze on your accounts to protect our statutory lien rights and may apply or offset the funds in your accounts to the amount you owe us at a later time.

## 16. Legal Process

If any legal action, including but not limited to a levy, garnishment, or attachment, is brought against your account, we may refuse to pay out any money from your account until the issue is resolved, as permitted by law. If we incur any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without notice to you, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

## 17. Informal Dispute Resolution Process

Neither you nor we may commence, join, or be joined to any judicial action (as either an individual litigant or a member of a class) arising from the other party's actions relating in any way to your account or alleging that the other party has breached any provision of, or any duty owed by reason of, any agreement with OnPoint, until you or we have notified the other party pursuant to the notice procedures for the informal dispute-resolution process described in this section, and have given the other party a reasonable period to take corrective action (if corrective action is appropriate). You and we agree that a reasonable period to take corrective action will be 60 days from the date the required notice was given unless applicable law specifies a shorter period for corrective action to be taken, in which case the time specified under applicable law will be deemed to be reasonable for purposes of this section. You must provide this notice once you become aware of a claim and within the time required under applicable law.

All notices given in connection with this informal dispute resolution process by either you or us must be in writing. If we provide notice to you in connection with this informal dispute-resolution process, the notice will be considered to have been given to you when it is mailed to your address by first-class mail or when it is actually delivered to your address if sent by other means. The notice address will be the address associated with your account at the time of the notice. There may be only one designated notice address under this informal dispute-resolution section at any one time. Any notice you provide to us shall be given by delivering it or by mailing it by first-class mail to our address as designated in this Agreement and will be considered given when we actually receive the notice. If any notice required by this informal dispute-resolution process is also required under applicable law, the applicable law requirement will satisfy the corresponding notice requirement under this informal dispute-resolution process.

## 18. Account Information

Upon your request, we will inform you of the name and address of each credit-reporting agency from which we obtain a credit report in connection with your account. We agree 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 any credit-reporting agency if we close your account due to unsatisfactory handling, fraud, attempted fraud, or criminal activity.

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

## 19. Notices

**a. Your Notice to Us of Name or Contact Information Changes.** You are responsible for notifying us of any change in your contact information, including address, email address, and telephone number, and any name change. We are required to attempt to communicate with you only at the most recent address that you have provided us. Notice of change of address may be given by writing to us, calling the Contact Center, or visiting one of our branches. You agree that we may rely on an address-change

notification from a third-party vendor, the U.S. Postal Service, or any other governmental agency to update your address in our records. We will have no liability to you for changing your address based on such information, even if such information is incorrect.

**b. Our Notices to You.** When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our branches or on our website. Otherwise, we mail the notice to you at the address we currently show for your statement or, if you have agreed to this method, we may provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement. Except as prohibited by applicable law, we may change the terms of this Agreement at any time. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees, as required by law. We reserve the right to waive any terms of this Agreement. Any such waiver shall not affect our right to future enforcement.

**c. Effective Date of Notice.** Any written notice that you give to us is effective when we actually receive it. Any written notice that we give you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address or, if you have consented to electronic delivery, when we have sent you an email to the email address that you have designated or made it available to you electronically. Notice to any one account owner or Authorized Signer is considered notice to all account owners and Authorized Signers.

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

**e. Consent to Contact.** By signing or otherwise authenticating a business account application, signature card, or authorized signer change form, you agree that we and our third-party debt collectors may contact you by telephone or text message at any telephone number associated with your account, including mobile phone numbers, which could result in charges to you from your mobile phone service carrier, to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law.

You further agree that methods of contact may include use of pre-recorded or artificial voice messages and use of an automatic dialing device. You may withdraw the consent to be contacted on your mobile phone number at any time by notifying us in writing or by any other reasonable means. If you have provided a mobile phone number on or in connection with your account, you represent and agree that you are the mobile phone service subscriber or customary user with respect to the mobile phone number provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the mobile phone number for which you provide to us your consent to be contacted. You agree to indemnify us and our third-party debt collectors, and hold us and our third-party debt collectors harmless, from and against any and all losses, claims, damages, liabilities, costs, or expenses (including any attorneys' fees) that arise out of your breach of any of the foregoing representations and agreements.

In addition, to help mitigate harm to you and your account, we may contact you on any telephone number associated with your account, including a mobile phone number, to deliver to you any messages related to suspected or actual fraudulent activity on your account, data-security breaches or identity theft following a data breach, money transfers, or any other exigent messages permitted by applicable law. These contacts will not contain telemarketing, cross-marketing, solicitation, advertising, or debt-collection messages of any kind. The contacts will be concise and limited in frequency as required by law. You will have an opportunity to opt out of such communications at the time of delivery.

## 20. Taxpayer Identification Numbers and Backup Withholding

If your account is or becomes subject to backup withholding, we are required by law to withhold and pay to the Internal Revenue Service 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. We may suspend the opening of your account until you provide an accurate TIN.

## 21. Statements

**a. Delivery.** You will receive a periodic statement, either by U.S. Mail or electronically, according to your instructions, of all transactions and activity on your account during each statement period. You agree that only one statement is necessary for a joint account. You understand that statements and checks are considered to have been made available to you on the date that the statement is sent or the information is otherwise made available to you by email or through online and mobile banking. If you have requested to receive statements and account information by mail, we will mail your statements to the last address you have provided to us. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired email address, in the case of statements or account information that you have consented to receive by email, we may stop delivering statements. We will destroy any statements or account information that is returned as undelivered. We may charge you a fee for mailed paper statements, as disclosed in the Business Fee Schedule.

**b. Contents.** For checking accounts, you understand that when paid, your original check becomes our property 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 that we provide to you 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. We will retain copies and make them available upon your request. We reserve the right to charge a fee for such copies as set out in the Business Fee Schedule.

**c. Examination.** You are responsible for promptly examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unsigned, or unauthorized endorsement, discrepancies, or erroneous payments or transactions on any item drawn on your account (1) if you did not exercise reasonable care in promptly examining the statement to discover any irregularities; or (2) you fail to notify us within 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.

**d. Notification of Errors.** You agree that our retention of checks does not alter or waive your responsibility to examine your statements and all transactions included or the time limit for notifying us of any errors. The statement will be considered correct for all purposes, and we will not be liable for any payment made or charged to your account, unless you notify us in writing within 30 calendar days after the statement is made available to you.

**e. 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 and download your periodic statements using procedures we authorize. Emails from us will be sent to the email address provided by the account owner.

## **22. 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 year, we may classify your account as an inactive account. If a deposit or withdrawal has not been made on the account or we have not had other contact with you for three years or as required by law, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. We will provide written notice to your last known address at least three months prior to imposing any fee for such remittance as required by law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## **23. Termination of Account**

We may terminate your account at any time without notice to you. Also, we may require you to close your account and apply for a new account for reasons including but not limited to: (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; (6) you have misrepresented any information to us or otherwise abused any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to you or us. You may terminate your account at any time by notifying us by phone, in-person, by email, or by mail. We reserve the right to require the consent of all owners to terminate a joint account and to remove joint owners without consent of other account owners. If your account is closed for any reason, you authorize us to re-open your account to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law.

## **24. Termination of Membership**

You may terminate your membership at OnPoint after giving notice by phone, in-person, by email, or by mail 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; failure to fulfill your duties of membership; causing willful destruction or damage to OnPoint property; or acting without civility in dealings with OnPoint members, officers, and employees.

## **25. Death or Incompetence**

You agree to notify us promptly if any member, account owner, or Authorized Signer dies or is declared incompetent by a court. Until we receive notice of death or incompetency, we may honor all transfer orders, withdrawals, deposits, and other transactions on an account and we will not be liable for any actions or inactions taken on that basis. Even following such notice, we may continue to pay checks or drafts or honor other payments or transfer orders authorized by the deceased member for a period of ten days after the member's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts, or other items. When we receive notice that an account owner has died or been declared incompetent, we may place a hold on the account and refuse to permit withdrawals. We may hold any funds in your account until we know the identity of the successor. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner.

## **26. Special Account Instructions**

You may request that we facilitate certain trust, will, or court-ordered account arrangements. But because we do 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 us against any claims and pay all legal fees and costs associated with the defense. Any item presented with a full payment legend must be presented in person to an OnPoint 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 us.



For individual business members residing in Washington, the following additional provisions apply. Unless you irrevocably waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary may be invalidated upon our receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. You irrevocably waive the right to make a testamentary disposition of any account with us, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement.

## **27. Indemnity**

You agree to indemnify and hold us harmless from any loss or damage, including attorney fees arising from our actions or reliance upon your account and authorization instructions, including the transactions conducted by or instructions provided by authorized persons on your account, whether such authority is evidenced in writing or provided by you orally.

## **28. Monitoring and Recording Communications**

We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise prohibited by applicable law, you agree that we may monitor and record such communications without your approval or further notice to you.

## **29. Severability**

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

## **30. Enforcement**

You agree to be liable to OnPoint for any liability, loss, or expense as provided in this Agreement that OnPoint incurs as a result of any dispute involving your accounts or services. You authorize OnPoint to deduct any such liability, loss, or expense from your account without prior notice to you. In the event that 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 attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

## **31. Changes to this Agreement**

We may change this Agreement at any time. We may add new terms, delete, or amend existing terms, add new accounts and services, discontinue existing accounts or services, and convert existing accounts and services into new accounts and services. We ordinarily send you advance notice of an adverse change to this Agreement. We may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes we make for security reasons or that we believe are beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account going forward. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree to the change, you may close your account as provided in this Agreement. See the section entitled "Notices" for information regarding how we provide notices of changes to this Agreement and your accounts.

## **32. Governing Law**

This Agreement is governed by the Bylaws of OnPoint, federal laws and regulations, applicable state laws and regulations, and local clearinghouse rules and other payment-system 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 OnPoint's administrative offices are located, which is Multnomah County, Oregon. Accordingly, as permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Multnomah County, Oregon.

# **II. FUNDS AVAILABILITY POLICY**

## **1. General Policy**

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

Our general policy is to make funds from your check deposits available to you on the same business day we receive your deposit, unless your deposit is subject to a hold as described in this Part II. Electronic deposits will be available on the business day we receive the deposit. While deposits are not available, you may not withdraw funds in cash and we will not use the funds to pay items presented against your account. Once deposits are available, you may withdraw the funds in cash and we will use the funds to pay items. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits you made that are returned to us and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day we are open at one of our branches before their close of business, or at one of our ATMs before 8:00 pm Pacific Time, we consider that to be the day of your deposit. If you make a deposit after such times, or on a day we are not open or that is not a business day, we 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. But the first \$300 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 you need the funds from a deposit right away please tell us at the time of deposit so we can best assist you. If your deposit is not presented directly to an OnPoint employee, 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 that 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 times 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 into any of your deposit accounts with us totaling more than \$6,000 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 that 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. All ATM funds-availability timelines may also be subject to the same holds described in Sections 2-4 and 7 of this Part II "Funds Availability Policy."

## **6. Mobile Deposits via Remote Deposit Capture (RDC)**

Funds above \$1,500 per business day from mobile deposits made using RDC will be available two business days after the day of deposit. Mobile deposit funds-availability timelines are also subject to the same holds described in Sections 2-4 and 7 of this Part II "Funds Availability Policy."

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

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

- a. Funds from ACH deposits will be available on the day we receive the deposit.
- b. Funds from deposits of wire transfers, and the first \$6,000 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 \$6,000 may not be available until the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,000 may not be available until the second business day after the day of your deposit.
- c. Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

## **8. Foreign Check Deposits**

Checks drawn on financial institutions located outside of the United States cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from our Funds Availability Policy. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

### III. ELECTRONIC FUNDS TRANSFER

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

Electronic-fund transfers (EFTs) are electronically initiated transfers of money through preauthorized deposits and payments, debit card, automated-teller machines (ATMs), point-of-sale (POS) transactions, telephone services provided by Contact Center staff, audio response (Telephone Teller), and Online and Mobile Banking, Account-to-Account, and Zelle fund transfer services (for personal accounts only) involving your OnPoint deposit accounts.

#### 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, we may terminate all services under this Agreement, unless you have completed our overdraft transfer authorization service form and we have approved such form. You do not have the right to stop payment on Visa Debit Card transactions.

Visa purchases are limited to the balance available in your account and our daily purchase limits. POS and Visa Debit Card purchases have a combined daily-purchase-limit amount. You are solely responsible for any disputes that 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 that 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-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 three-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, and such other machines or facilities as we 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.
- 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 using your ATM Card or Visa Debit Card. ATM deposits are generally credited on the business day of deposit (refer to Part II of this Agreement). In the event that network or system access is interrupted, there may be a delay between the time that a deposit (either cash or check) is made and when it will be available for withdrawal. (Refer to Part II Funds Availability Policy.) Deposits in excess of our daily deposit limits may not be accepted at ATMs not owned or operated by us. You may use your ATM Card or Visa Debit Card free of any fees when you use an OnPoint ATM or an ATM connected to one of the networks listed on our website or Business Fee Schedule. If you use an ATM operated by any other institution or network, you may be charged a fee by that entity and by us for each transaction you make, even during the same visit, in accordance with the Business Fee Schedule.

**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 we may designate. POS transactions will be withdrawn from your checking account. You may make purchases through POS 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. POS 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. We 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., for 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, applicable only to Visa-processed transactions.

Transactions processed over other networks may not require you to use your PIN to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. But 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 are based and 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 be used only 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. **Foreign Transactions.** A "Foreign Transaction" is any card purchase, cash advance, internet-initiated transaction, or ATM/POS transaction made in a foreign currency or made in U.S. dollars if the transaction is made or processed outside of the U.S. Foreign Transactions include, for example, online transactions made in the U.S. with a merchant who processes the transaction in a foreign country. You are responsible for determining whether a transaction is a Foreign Transaction. Foreign Transactions will be billed to you in U.S. dollars. The currency conversion rate for Foreign Transactions is established by Visa Inc. You will be assessed a Visa Foreign Transaction Fee for each Foreign Transaction. See our Business Fee Schedule for the current Visa Foreign Transaction Fee.

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

Preauthorized electronic-fund transfers may be made into or from your OnPoint accounts. These may include preauthorized electronic-fund 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-fund 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. You may use the Telephone Teller service to:

- Obtain balance information from your checking, savings, and loan accounts.
- Obtain the transaction history on your checking, savings, and loan accounts.
- Verify certain account information, including whether a particular check has cleared your account, the date of your last deposit or loan payment, and loan payoff amounts.
- Transfer funds between your checking, savings, and loan accounts.
- Request a withdrawal from your checking or savings accounts 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. Telephone Teller service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. 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. We reserve the right to refuse any transaction that 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 that 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 fund transfer services will apply to electronic check transactions, except for liability limits for certain unauthorized transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## **5. Online and Mobile Banking Services**

Upon approval, you may use an internet-enabled device to access your accounts. These services are governed by the terms and conditions of our Online Banking Service Agreement available on our website.

## **6. Security of Access Code**

Your debit-card PINs, Online and Mobile Banking passwords, and Telephone Teller access codes (the "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. 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, your authorization to that person will be considered unlimited in amount and manner until you specifically revoke such authority by notifying OnPoint 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 we suffer a loss, we may terminate your electronic services immediately.

## 7. Member Liability

You are responsible for all transfers that you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, card, or access code, then 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-fund transfer has been made without your permission. Call the Contact Center:

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

or write: OnPoint Community Credit Union  
Attn: Contact Center  
PO Box 3750  
Portland, OR 97208-3750

## 8. Fees and Charges

You agree to pay the fees and charges for EFT services as set forth on the Business 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 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. This fee may be charged for each transaction you complete at a non-OnPoint ATM. 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.

## 9. Right to Receive Documentation of Transfers

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

**b. Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source 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 our Contact Center.

**c. Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM or 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 ATMs where you have elected not to receive a transaction receipt.

## 10. 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; or
- d. if you give us your written permission.

You agree that we may collect and retain data related to your account transactions, including but not limited to transaction types, amounts, locations, timing, and online uses, to better understand your transactional behavior. You understand and agree that we may analyze your transaction data and share the data with our contracted service providers so that OnPoint can tailor its services and offerings to you on a personalized basis.

## 11. 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, which you may incur as a result of such recording or the use thereof.

## **12. Liability for Failure to Make Transactions**

For Online and Mobile Banking services, you agree that neither we nor the service providers shall be responsible for any property damage or loss, whether caused by our equipment or software or by an online browser or internet-access provider, mobile-phone provider, or by a service provider, 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, our Online or Mobile Banking services, internet browser, or access software. Although we have taken measures to provide security for communications from you to us via our Online and Mobile Banking services and may have referred to such services as "secure," 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, we 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 OnPoint's 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 strike, or 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 our control, such as the ATM network, telecommunications system, mobile-phone service provider or internet-service provider.
- i. If you have not given us complete, correct, or current information so we can process a transaction.
- j. If anyone refuses to honor your Visa Debit Card or ATM card.
- k. If an ATM machine retains your card, in which event you may contact us about its replacement.
- l. If there are other exceptions that we have established.

## **13. 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 may 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.

## **14. Notices**

We reserve the right to change the terms and conditions upon which EFT services are offered. Use of this EFT service is subject to existing regulations governing your account and any future changes to those regulations.

**Contact Center**

Mon-Fri, 7:00 am-7:00 pm

Sat, 9:00 am-3:00 pm

P.O. Box 3750, Portland, OR 97208-3750

503.228.7077 • 800.527.3932 • FAX 503.273.2698

**Branches**

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



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