

ELECTRONIC SERVICES AGREEMENT



This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including Online and Mobile Banking, Bill Pay, ATM and Debit Cards, and Direct Deposit and Mobile Deposit services (collectively “Electronic Services”) offered to you by America’s Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement the words “we” and “us” and “our” and “ours” mean America’s Credit Union. The word “account(s)” means any one or more savings, checking and loan accounts you have with the Credit Union. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through direct deposits, automated teller machines, point of sale transactions, debit card purchases, and online transactions involving your deposit account. By signing the account card or submitting an electronic services approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

1. Services

ATM/Debit Card

You may use your Card and Personal Identification Number (“PIN”) in ATMs owned and operated by the Credit Union, ATMs within the CO-OP, MAP, PLUS, Visa, MasterCard, or American Express Networks, (“Networks”) and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your savings or checking account (deposits are subject to verification).
- Withdraw cash from your savings and checking account.
- Transfer funds between your savings and checking account.
- Obtain balance information for your savings and checking accounts.
- Make POS (Point of Sale) transactions with your card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that are part of the Networks stated above or such other POS terminals as the Credit Union may designate.
- Purchase goods and services any place your Card is honored by participating merchants, including POS terminals and the Network stated above. Funds to cover your Card purchases are deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, then we may treat the transaction as an overdraft request pursuant to an overdraft protection plan, if applicable, or decline the transaction if overdraft protection is not available, or we may terminate all services under this Agreement.
- Pay bills directly by telephone from your checking or savings account in the amounts and on the days your request.

Some of these services may not be available at all terminals.

Direct Deposit

Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

Online Banking Services

Upon approval, you may use your personal computer or other connection device to access your accounts. You must use your chosen User Name along with a temporary password to access your accounts. The first time you log in you will be required to change your password. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all the Online Banking services may not be available due to system maintenance. You will need a personal computer or other connection device and a web browser. The online address for the Online Banking service is www.youracu.org. You are responsible for the installation, maintenance and operation of your computer or other connection device and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer or other connection device.

At the present time, you may use the Online Banking service to:

- Obtain account information such as balances, last dividend amount and date, IRA contributions, copies of checks that have cleared;
- Obtain loan information such as current balance, interest paid, payment amount, payment due date, and pay off information;
- Initiate stop payments on checks;
- Obtain account and Visa periodic statement and year end information;
- Set up Alerts;
- Transfer funds between your savings and checking accounts;
- Setup transfers to and from external accounts
- Loan advance from your Line of Credit to your savings and checking accounts;
- Send ACH payments to yourself at another financial institution;
- Order checks;
- Apply for a loan and make loan payments;
- Create sub-users;
- Download transaction information to personal financial management software from checking and savings accounts;
- Pay bills through Online Bill Pay Service from your checking account; and
- Send messages to the Credit Union through Message Board.

Consumer Origination (P2P) via Online Banking:

- P2P is a service that allows users to send money via Online Banking to others using a cell phone number or an email address through a network we select.
- *Payment Network Relationship with You.* The payment network we select is a payment service provider that helps you make payments to third parties. It is an independent contractor for all purposes, except that it acts as your agent with respect to the custody of your funds only. The payment network does not have control of, or liability for, the payment for products or services with our service. We are not responsible for the identity of any recipient to whom you have authorized a payment or ensure that a recipient will complete a transaction.

- *Eligibility for P2P Payments.* You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P and may at its sole discretion disallow the use of P2P payments from any Credit Union member.
- *Making Transfers.*
 - Transfers. When an Online Banking P2P Payment is made, the funds are immediately transferred from your account for transfer and are credited to the payment network to provide funds to the recipient. You agree that such requests constitute your authorization to us and the payment network to make the transfers. Once you have provided your authorization for the transfer, you may not be able cancel the electronic Transfer.
 - Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold the payment network or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account within 30 Days of the date you initiate payment. If a recipient does not have an account with the payment network and does not set one up within 30 days of your transaction date, you can request that the funds are returned to you before the 30-day period by using the return function in the online banking P2P screen.

Mobile Banking Services

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Online Banking/Mobile Banking services, you must be enrolled by ACU prior to first access.

- a. Description of Services. Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.
- b. Wireless Carrier Accessibility. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. ACU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess your fees for data or text messaging services. Consult your wireless plan or provider for details.
- c. Phone Number Provided to Us. You hereby confirm, declare and acknowledge the phone number(s) provided to us is/are owned by you, and unless otherwise expressed to us in writing or through the Internet or our facilities, any communication from and to the said phone(s) is and shall be with your knowledge and control. You agree to inform us immediately upon any change in the phone number(s), loss of the phone(s), the phone being outside your control and/or any other change that may affect the provision of the Mobile Banking Service to you.
- d. Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.
- e. Transaction Limitations. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.
- f. Use of Service. To properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. You also accept responsibility for making sure that you know how to properly use your device, and we will not be liable to you for any losses caused by your failure to properly use the service or your device.
- g. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. We make no representation that any content or use of Mobile Banking is available for use in locations outside the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.
- h. Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 866-968-7128 or 253-964-3113. We reserve the right to change or cancel Mobile Banking at any time without notice. We may suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

Mobile Deposit

The Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning original checks and delivering the images and associated deposit information to ACU or our designated processor with your Mobile Device. ACU is not responsible for any third-party software you may need to use Mobile Deposit Services, including costs and expenses related to mobile devices, data plans and text charges. You must be enrolled in Online Banking and Mobile Banking Services and have agreed to the Mobile Deposit User Agreement to use the Mobile Deposit Service.

E-Alerts

You may elect to receive E-Alerts through your ACU Online Banking account. E-Alerts are e-mails sent to you to notify you of certain transactions or events happening on your account. Each E-Alert can be sent to multiple e-mail or cellular phone addresses within minutes of the actual transaction. The E-Alert program is free with Online Banking enrollment. Through Online Banking you select from a list of E-Alerts you want delivered to you by e-mail and or your cellular phone. You must know the e-mail address of your cellular phone, however depending on the rate plan with your cellular phone service provider you may incur standard text messaging or data charges. Due to message length, you may receive an abbreviated version of a "Moderate" or "Specific" detail level E-Alert when sent to a cellular phone. You can change or cancel your E-Alerts anytime through your ACU Online Banking account.

2. Service Limitations

ATM/Debit Card

1. Withdrawals. Cash withdrawals from ATMs can be made up to ten times in a twenty-four-hour period per Cardholder. Each Cardholder may withdraw up to \$510 in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by the parties. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and a "closed" sign will appear when the machine is not in service.
2. Transfers. You may transfer between your regular share savings and share draft accounts up to the available balance in your accounts at the time of the transfer.
3. Purchases. Debit card purchase transactions performed as a POS can be made up to twenty times in a twenty-four hour period per Cardholder. Each Cardholder may purchase up to \$2,510 by debit card as a POS transaction in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by parties. Purchase transactions by authorization/signature can be made up to twenty times in a twenty-four-hour period per Cardholder. Each Cardholder may purchase up to \$7,510 by authorization/signature in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by parties. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.
4. HSA Credits. HSA credits will be considered current year contributions unless you give ACU prior notice.

Online Banking

The following limitations on Online Banking transactions may apply:

Transfers

You may transfer funds between your accounts as often as you like. You may transfer or withdraw up to the available balance in your account, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

E-Mail

You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send, and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in section IV. ELECTRONIC TRANSFERS, 4. Member Liability.

Online Bill Payment

The Online Bill Payment service allows you to access your account to pay most bills. By submitting an online request for the Online Bill Payment service, each of you jointly and severally agree to the terms and conditions in this Agreement, and any amendments. You authorize us to process Online Bill Payments from your designated account(s). You may use the Online Bill Payment service to initiate two (2) different types of payment transactions:

1. "Single payments" Use one-time payments to make a single payment or payments that vary from payment to payment for an individual or business. One-time payments may be deleted or edited through the Online Bill Payment service prior to processing.
2. "Recurring" Use recurring payments to schedule fixed recurring payments (e.g., mortgage payment, car payment, etc.). You may designate the start and end dates for payments. Recurring payments may be deleted or edited through the Online Bill Payment service prior to processing.

There is a minimum dollar limit on any one-bill payment of \$1.00 and a maximum dollar limit on any one bill payment of \$25,000 or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Online Bill Payments to tax entities, collection agencies, court-order payments, such as alimony, child support, speeding tickets, etc., non-US payees and terrorists are not allowed. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in this Agreement and the current Deposit Rate & Fee Schedule.

Payee

A payee is an individual or business to whom you want to make a payment, you may have up to 250 payees. There is no limit to the number of payments you may schedule. Payees must be located in the United States, Guam, US Virgin Islands or Puerto Rico. When you transmit an Online Bill Payment instruction to us, you authorize us to transfer funds to make the Online Bill Payment transaction from your account. We will process bill payment requests only to those payees that you have provided within the Online Bill Payment service.

Processing Payments

The amount of your requested bill payment will be deducted from your account on the Send On Date when sent electronically. When the payment is sent by the form of a check, the payment will be deducted when the check clears your account. All scheduled payments will be processed by us on that date, or the next business day should the processing date fall on a Saturday, Sunday or Credit Union observed holiday. Therefore, you must have sufficient funds available to cover your payments on the Send On Date to have your payment made by your specified Delivery Date.

Online bill payments are delivered to the payee either electronically, which may take up to two (2) business days from the Send On Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Send On Date. It is your responsibility to schedule your online bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your online bill payment instructions at least five (5) business days before a bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. We will not automatically resubmit a payment.

The Credit Union will not process any Online Bill Payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Online Bill Payment request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

Stop Payment of Online Bill Payments

You may cancel or stop payment One-Time and Recurring bill payments under certain circumstances (prior to check clearance) by following the instructions provided. You can edit your scheduled bill payment that you have already scheduled for transmission through the Online Bill Payment service, provided the funds have not been already deducted from your account. Stop payments cannot be made on electronic items; they must be deleted from the bill payment service prior to processing. You will need to contact the Credit Union to stop your payment request prior to the check clearing. Your cancellation request must be made during credit union business hours, excluding holidays. Credit Union business hours and contact numbers are posted on our website at www.youracu.org and are also posted in Section V of this disclosure. The Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days of the call.

Stop Payment Fees

Fees may apply for each stop payment item. Please refer to the Deposit Rate & Fee Schedule for fee amount.

3. Security of PIN and Access Code

Security

The user name that you select is for your security purposes. The user name and password are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your user name and password. You agree not to disclose or otherwise make your user name and password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your user name and password, you understand that person may use the Online Banking Service to review all your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your user name and password and you agree that the use of your user name and password will have the same effect as your signature authorizing transactions.

Authorization

If you authorize anyone to use your user name and password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your password 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 password is changed. If you fail to maintain or change the security of your password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

4. Member Liability

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card, user name and/or password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your card or password and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or electronically delivered to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 253-964-3113 or toll free, 866-968-7128 during regular hours or write: America's Credit Union, PO Box 5060, DuPont, WA 98327 or contact us electronically by sending e-mail messages through the Online Banking Service: www.youracu.org.

5. Business Days

For purposes of these disclosures, our business days are Monday through Friday, excluding holidays. Some branches may be opened on Saturdays. Branch hours are posted at each branch and at www.youracu.org.

6. Fees and Charges

There are certain charges for electronic fund transfer services as set forth on the Deposit Rate & Fee Schedule. From time to time, the charges may change. We will notify you of any change as required by law. When you use an ATM that is not operated by us, you may be charged a fee by the ATM operator or an ATM network utilized for such a transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The ATM fee will be debited from your account.

Foreign Transactions

Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. In addition, we may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa as set forth on the Deposit Rate & Fee Schedule. This fee applies to any card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.

7. Transaction & Account Information

Periodic Statements

Transfers and withdrawals transacted through an ATM, online or mobile banking, bill pay, or external transfer services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

Direct Deposits

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by checking your Online Banking www.youracu.org or calling 253-964-3113 or toll free, 866-968-7128. This does not apply to transactions occurring outside the United States.

Terminal Receipt

You may obtain a receipt at the time you make any transfer to or from your account using an ATM.

8. Account Information Disclosure

We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: www.youracu.org. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

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

9. Limitation of Liability for EFT Services

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfers.
- If your computer or other connection device fails or malfunctions or the phone lines or Credit Union computer system was not properly working, and such problem should have been apparent when you attempted such transaction.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If the card has expired or is damaged and cannot be used. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about a replacement.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- There may be other exceptions stated in our agreement with you.

10. Preauthorized Electronic Fund Transfers

Stop Payment Rights

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify the Credit Union orally or in writing at least three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made. Stop payment fees may apply for each stop payment item— refer to the Deposit Rate & Fee Schedule for fee amount.

Notice of Varying Amounts

If these regular payments vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

Liability

The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. Termination of EFT Services

You agree that we may terminate this Agreement and your EFT services, if you, or any authorized user of your EFT services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

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

12. Notices

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail a notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

13. Billing Errors

In case of errors or questions about your electronic transfers telephone us at, 253-964-3113 or toll free, 866-968.7128 during regular hours or write us at America's Credit Union, PO Box 5060, DuPont, WA 98327, or contact us electronically by sending an email message through the Online Banking Service, www.youracu.org, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.

- a. Include your name and account number.
- b. Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Include the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involved a Visa point-of-sale transaction processed by Visa) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made if you are a new member.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ATM Safety Notice

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

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

14. Severability

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

15. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If a collection agency is used to enforce any overdrawn funds on accounts accessed under this Agreement, it is understood the Credit Union is entitled to collect its reasonable collection agency fees and costs. Should any one or more provision(s) of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision will be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.