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Membership and Account Agreement

Peninsula
CREDIT UNION

Peninsula Credit Union

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Membership and Account Agreement

INTRODUCTION

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Application (“Account Card”). The words “we”, “us”, and “our” mean the Peninsula Community Federal Credit Union (“Credit Union” or “PCFCU”). The word “account” means any one or more share accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union’s receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. By signing the Account Card or completing and transmitting an online Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, the Truth-in-Savings Disclosures (Dividend Rate Schedule and Fee Schedule), and the Privacy Policy accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and related account opening disclosures and agreements constitutes your agreement to the terms and conditions of the Membership and Account Agreement and related account opening disclosures and agreements. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and related account opening disclosures and agreements and shall constitute a valid signature for purposes of any provision of this Agreement.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verity, and record information that identifies each person who opens an account. What this means to you: 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.

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share at $5.00 par value (the Membership Share) as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain credit reports from third parties, including credit reporting agencies, from time to time to determine your eligibility for accounts and services we may offer.

2. Individual Accounts

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

3. Multiple Accounts

An account owned by two or more persons is a multiple-party account.

a. *Rights of Survivorship.*

If your account is a multiple-party account, the account is owned as a multiple-party account with rights of survivorship. Upon the death of one of the multiple-party owners, that person's interest will become the property of the surviving multiple-party account owners.

b. *Rights of Multiple-Party Account Owners.* Any multiple-party account owner is authorized and deemed to act for the other owner(s) and we may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple-party account owner may withdraw all funds in the account, close the account, stop payment of items drawn on an account, transfer or pledge to us all or any part of the shares of any account with the consent of the other account owner(s) and we shall have no duty in such event to notify any other account owner(s). We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute from them, we may: (1) suspend or terminate the account; (2) require any account owner to obtain a court order in order to take any action on a transaction; or (3) require that all account owners agree in writing to any transaction concerning the account. If any item deposited in a multiple-party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly and severally liable to us for the amount of the returned item, overdraft or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to us, we may enforce its rights against any or all funds in the multiple-party account regardless of who contributed the funds to the account.

4. POD Beneficiaries

A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship and the proceeds are equally distributed. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. **Accounts for Minors**
For any account established by or for a minor, the Credit Union reserves the right to require a joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Card.

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

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

7. **Accounts of Businesses and Organizations**
   Accounts held in the name of a business, club or association member are subject to the same terms set forth in this agreement. The Credit Union does not offer business accounts to any type of money service/transfer business, such as, but not limited to: payday lending, casinos, wire transfer services and/or cash transfer services. There are additional types of businesses for which account services are prohibited or restricted. In addition, the Credit Union does not support business accounts which engage in Internet Gambling activities and transactions that support illegal gambling are prohibited. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of

changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business, club or association may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

8. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Dividend Rate Schedule and Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. Certificate Accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference.

a. *Endorsements.*

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

b. *Collection of Items.*
The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

c. *Final Payment.*
All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. If an item or ACH transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. We may debit your account into overdraft on a charge-back item, and not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

d. *Direct Deposits.*
The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts

by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or pre-authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. *Crediting of Deposits.*
Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

You agree that any cash deposit made in person or by mail is provisional and subject to the Credit Union's counting and verification of the accuracy of the deposit and deposit slip. You agree to any adjustment in the deposit amount required as a result of the Credit Union's deposit verification and any transaction correction, if applicable.

9. Electronic Check Transactions

a. *Electronic Checks.*
If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to the terms of your Electronic Funds Transfer Agreement with us. If applicable, you authorize us to honor any electronic check conversion

from your checking account just the same as a regular written check.

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

10. Account Access

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

unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. *Access Options.*
You may make withdrawals or transfers from your account in any manner, which is permitted by the Credit Union (e.g., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, telephone or Online and Mobile Banking). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. *ACH & Domestic Wire Transfers.*
If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (Automated Clearing House) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union, and the Originator will not be considered to have paid the amount of the credit entry to the Receiver. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Bureau of Consumer Financial Protection Regulation E. ACH transactions are governed by the rules

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

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

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

11. Account Rates and Fees
The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Dividend Rate Schedule and Fee Schedule and each Certificate Disclosure, which are incorporated herein by this reference. You

agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Dividend Rate Schedule and Fee Schedule have been provided to you separately. You agree the Credit Union may change the Dividend Rate Schedule and Fee Schedule from time to time and you will be notified of such changes as required by law.

12. Transaction Limitations

a. *Withdrawal Restrictions.*

The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; you fail to repay a Credit Union loan on time; or for a reason as permitted according to applicable state or federal law or regulation.

You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days, as required by law, before such withdrawal.)

Acknowledgement of Cash Withdrawal

Peninsula Credit Union will be held harmless for accommodating your request to withdraw funds in the form of cash. You acknowledge that Peninsula Credit Union has cashier's check, wire services or similar instruments, in lieu of cash. You acknowledge and understand that you are assuming full responsibility of loss in the event the cash is lost, stolen, or destroyed.

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

c. *Overdraft Protection Plan.* The Credit Union offers an overdraft service to eligible consumer checking account owners (not available to minors, second chance checking, public funds accounts, IOLTA, representative payee or accounts included in bankruptcy).

13. Overdrafts

a. *Order in Which Checks and Other Items are Paid*
In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in ascending order. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your

account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

b. *Determination of Available Balance to Pay Items.*

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

c. *Responsibility for Items Presented Against Insufficient Available Funds.*

If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. However, the Credit Union will not charge an overdraft fee for covering an everyday ATM or debit card purchase transaction unless you request such protection. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

d. *Overdraft Protection Plans.*
If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.

i. Savings Overdraft Transfers.
If we approve your request for Overdraft Protection, we will honor checks and other items drawn on insufficient funds in your checking account by transferring the funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to automatically transfer funds in amounts necessary to cover any overdraft on your checking account. If your savings account balance is insufficient to cover the amount of the overdraft, we will only transfer the available funds to cover the amount of the overdraft. We will not overdraw your savings account. If another overdraft protection plan is not available, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer made as provided on the Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

ii. Line of Credit Overdraft Transfers. We will honor checks and other items drawn on insufficient funds in your checking account by transferring the funds from an approved Line of Credit Account of yours. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will transfer the funds available to cover the overdraft if another overdraft protection plan is available to pay the remaining balance. If another overdraft protection plan is not available, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer made as provided on the Fee Schedule and interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

iii. Overdraft Service. We offer a discretionary overdraft service (the "Overdraft Service") to cover overdrafts on your checking accounts. The Credit Union offers the Overdraft Service to eligible consumer checking account owners who qualify. The Overdraft Service is not offered to minors, fiduciary, or anyone who has caused a financial loss to the Credit Union, anyone with a past due loan payment at the Credit Union or anyone who has enrolled in a debt management program. The Overdraft Service is provided to qualified accounts automatically for checks, ACH, and online transactions and you have the option to opt-out of the service at any time. The Overdraft Service will be provided for debit card purchase transactions only if you expressly request ("opt-in") the Overdraft Service for these transactions.

e. *Terms & Conditions of the Overdraft Service.* The Overdraft Service will be provided under the following terms and conditions.

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

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

iii. Overdraft Limit. If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify, and we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees, charges, and each paid check or item will be included in this limit. This overdraft limit will not be include or reflected in the actual balance of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements. If you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds. We may increase or decrease your overdraft limit at any time, as frequently as daily, and we may reduce your limit to zero.

iv. Notification. If you enroll in our email alerts service, we will notify you of any insufficient funds transactions. However, we have no obligation to notify you before we pay or return any item.

v. Overdraft Fees. There is a fee for each overdraft check or item we pay as set forth on the Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth in the Fee Schedule. These fees may be amended as set forth in our Fee Schedule. Any limit placed on the amount of overdraft fees that we charge on any one day will be set in accordance with our Fee Schedule.

vi. Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 45 days of notice from us, we may immediately suspend the Overdraft Service. Accounts may be closed for failure to repay overdraft balances and we may report account closures to consumer reporting agencies.

vii. Member Opt-Out Right. We offer the Overdraft Service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Overdraft Service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

14. Postdated and Stale-dated Items

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date.

15. Stop Payment Orders

a. *Stop Payment Request.*

You may ask the Credit Union to stop payment on any check drawn upon and ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, in person, or online (checks only). For checks and ACH debits, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For pre-authorized ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer and must be specified as a one-time stop payment or as an all future debits stop payment (no expiration). You must state the number of the account, date and exact amount of the check or ACH, and the number of the check or originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. *Duration of Order.*
You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months (checks only). A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

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

d. *Stop Payment of ATM/Debit Point of Sale Transactions.*
You may not stop payment for any ATM/Debit card transaction or point of sale (POS) transfer once you have completed the transaction with the merchant.

16. Lost Items
The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process. You waive notice of dishonor on any item charged back to your account.

17. Credit Union's Liability for Errors
If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if either you or the Credit Union have entered

information through the course of a transaction, records update, or other service or action regarding any loan, account, product or service of the Credit Union for which you had the opportunity to review, change, terminate, or correct but did not do so. The Credit Union will not be liable if:
(a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

18. Credit Union Lien and Security Interest
To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. You may not assign or transfer any account to a third party.

19. Legal Process
If any legal action, such as a levy,

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

20. Notices

a. *Name or Address Changes.*
It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union may accept oral notices of a change in address and may require any other notice from you to the Credit Union be provided in writing to an officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Fee Schedule.

b. *Notice of Amendments.*
Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by a signed Account Card which, upon execution, will be incorporated herein by this reference. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. If you have elected to receive electronic communication from us, we will notify you electronically as permitted by applicable law.

c. *Effect of Notice.*
Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. You may use e-mail to send messages to us. However, you agree and understand that e-mail is not a secure form of communication, and such messages can be

intercepted by bad actors and fraudsters. Accordingly, you agree not to send sensitive information through e-mail, and you will hold the Credit Union harmless from any liability due to unauthorized disclosures of the information you chose to disclose by e-mail. E-mail may not be used to initiate transactions on your account. 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.

d. *Notice of Negative Information.*
We may report information about your account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in these reports.

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

f. *Electronic Signatures.*
You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to

evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

21. Taxpayer Identification Numbers (TIN) and Backup Withholding

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends 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.

22. Statements

a. *Contents.*

If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid your original check becomes property of the Credit Union and may not be returned to you, but copies will be retained by the Credit Union or a payable through financial institution and made available upon your request. You understand statements and checks are made available to you on the date the statement is mailed to you.

b. *Examination.*

You are responsible for examining each statement reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items that are items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine. If you have agreed to receive your statement electronically, the mailing date is the date the Credit Union notifies you of the statement availability.

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

d. *Electronic Statements (e-statements).*
If your statement is provided electronically, statements will be: (1) within Online Banking; (2) you will be sent a notice via e-mail that will inform you of the availability of statements. You may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. E-mails from us will be sent to the e-mail address provided by the account owner. The mailing date is the date the Credit Union notifies you of the statement availability.

23. Dormant 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 six (6) months, the Credit Union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and as set forth in the Fee Schedule. Thereafter, dividends will be paid on dividend-bearing accounts unless
the balance falls below any minimum balance requirement. Accounts will continue to incur any applicable monthly maintenance fee until closed. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to

reclaim such funds, you must apply to the appropriate state agency.

24. Death of Account Owner

You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. The Credit Union may continue to exercise its right to a security interest in all accounts owned by a decedent in order to pay indebtedness of the decedent to the Credit Union as may apply without further notice. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

25. Termination of Account

We may suspend or terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in joint owners or authorized signers; (2) there has been a forgery or fraud committed involving your account; (3) we become aware of any dispute or claim alleged with respect to the funds in transactions regarding, or ownership or other rights in or to, the account; (4) any account checks or access device are lost or stolen; (5) there is an unacceptable number or amount of returned unpaid items not covered by an overdraft protection plan transfer; (6) there appears to have been or it appears there may be any misrepresentation or any other abuse of any of your account(s); (7) You cause a loss to PCFCU; or (8) termination or suspension is required or allowed under our Bylaws or applicable law. Suspensions may take the form of a temporary or permanent "hold" or "freeze" on your account at our discretion. Any account owner may terminate an account at the Credit Union, including a joint account, after giving notice of your intent to withdraw from membership. The Credit Union is not responsible for payment of a check, withdrawal, point of sale transaction, ATM/Debit card transaction or other item once your membership has been terminated. If we terminate your account, we may mail to the Account Owner all funds in an account, less any obligations owed to PCFCU, by any account holder. You agree to use all accounts only in compliance with applicable law and agree that we may restrict or cancel services or terminate the account if we believe any account owner is not doing so.

26. Termination of Membership

You may terminate your membership at the Credit Union by giving us notice of your desire to do so. The Credit Union may require written notice of your intent, or may choose to manage the termination at your verbal request upon positive verification of your identity through other means. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

27. Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You agree that any electronic signature of yours or the Credit Union contained in any communication transmitted or captured by electronic means shall be sufficient to verify that such party originated such communication and to operate as a signature of such party for purposes of any provision of this Agreement that requires a signed writing. Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of PCFCU and shall not be considered a waiver of any future or other obligation or right.

28. 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.

29. Enforcement

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

30. Governing Law

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

31. Agreement to Arbitration of Claims or Disputes

PLEASE REVIEW THIS PROVISION CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS

Either party may choose to have any claim or dispute resolved through arbitration rather than in court.

Arbitration of a dispute results in loss of any right to participate in a class action lawsuit related to the claims arbitrated.

Claims Subject To Arbitration; Class Action Waiver

If there is a claim or dispute between us arising from or related in any way to any account, product, or service, either you or we may require the claim or dispute be resolved through binding arbitration before a neutral party instead of a lawsuit or other resolution in court. This includes all past, present, and future claims, including claims that arose before this provision became effective.

If either party requires the claim or dispute to be resolved through arbitration, it will be subject to arbitration even if the other party does not agree. This arbitration provision will apply irrespective of whether the claim or dispute arises under contract, tort, statute, or any other basis. Such claim or dispute shall be arbitrated on an individual basis and not in a class action. You and we waive any right to arbitrate disputes as part of a class action. If a class action lawsuit is initiated against us, you agree that this provision applies to such action and if we require claims covered by the class action to be arbitrated, you will withdraw from or agree to dismissal of the class action and allow your claim to be arbitrated on an individual basis.

Claims Not Subject to Arbitration

A claim filed against either you or us in small claims court in Washington is excluded from this arbitration requirement as long as the claim remains in small claims court as an individual claim and not a class action. In addition, no claim is subject to this arbitration requirement if you are an active duty armed service member.

Arbitration Procedures
Either of us may require arbitration of a claim or dispute even if one of us has already initiated legal action related to the claim or dispute. The arbitration may be required and initiated by: (i) making written demand for arbitration on the other party; (ii) initiating an arbitration proceeding against the other party; or (iii) filing a motion to compel arbitration in a court in which litigation has already begun. The arbitration shall be conducted pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall take place in the federal judicial district in which you reside, or in which you entered into this Agreement. We will reimburse the amount of filing, case management, administration, and arbitrator fees you pay to the arbitration organization and the arbitrator that exceed $250, to a maximum of $5000, unless the arbitration rules or arbitrator's decision requires us to pay more. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement. More information about the AAA rules and procedures is available at www.adr.org or by phone at (800) 778-7879.

This arbitration provision and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

Right to Reject this Agreement to Arbitration of Claims and Disputes.
You may opt out of this agreement to arbitrate if you tell us within 30 days after: (i) the opening of your initial Account or (ii) your receipt of a notice of change in terms informing you of this Agreement, whichever is later. To opt out, send us written notice including your name as listed on your account, your account number, and a statement that you reject the Agreement to Arbitration of Claims and Disputes. You must send your written notice to: **Peninsula Community Federal Credit Union, PO Box 2150, Shelton, WA 98584 Attention: Risk Management**

Acceptance of Arbitration and Class Action Waiver

Your decision not to reject this Agreement as confirmed by your continued use of your Account constitutes your consent to the Agreement to Arbitration of Claims and Disputes provision for all of your accounts and services.

NOTES:

NOTES:

Peninsula
CREDIT UNION

P.O. Box 2150
521 W. Railroad Ave.
Shelton, WA 98584
360.426.1601
Fax 360.427.7174

Toll Free 1.800.426.1601
www.pcfcu.org

Your Ability to Withdraw Funds at

Peninsula
CREDIT UNION

P.O. Box 2150, 521 W. Railroad, Shelton, WA 98584 • 360-426-1601

FUNDS AVAILABILITY DISCLOSURE
In compliance with the
Expedited Funds Availability Act
(Regulation CC)

General Policy

a. Savings Accounts. Our policy for deposits to savings accounts is to place a reasonable hold on the availability of funds.

b. Checking Accounts. Our policy for deposits to your checking account is to make funds from your deposits available to you on the same business day that we receive your deposit. The remainder of this Funds Availability Policy applies to checking accounts.

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

Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first $275.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Holds on Other Funds

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

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days under certain circumstances. Federal law provides for exception to the federal funds availability schedules when:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Deposits at Nonproprietary ATMs

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. Deposits at our ATMs follow the guidelines in the credit union's funds availability policy. Exception holds may apply; refer to the Longer Delays May Apply section in this agreement. All ATMs that we own or operate are identified as our machines.

Special Rules for New Accounts

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

a. Funds from electronic direct deposits will be available on the day we receive the deposit.
b. Funds from deposits of cash, wire transfers, and the first $6,725 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 first business day of the deposit if the deposit meets certain criteria (for example, the check must be payable to you). The excess over $6,725 may not be available until the ninth business day after the day of your deposit. If your deposit of these checks (other than a US Treasury Check) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.
c. Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

Foreign Checks

Checks drawn on financial institutions located outside the United States (foreign checks) cannot be processed the same as checks drawn on United States financial institutions. Foreign checks are exempt from this 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 institutions upon which it is drawn.

Peninsula
CREDIT UNION

PATRIOT ACT NOTICE
IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or is added as signatories to a new or existing deposit or loan account.

What this means for you: 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.

Each time an account is opened for a Legal Entity, we will ask you for the above identifying information for each authroized signer, any individual that has beneficial ownership of 25% or more, and one individual that has significant managerial control of the Legal Entity. You will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge.

We ask for your understanding as we work to support these efforts to maintain the security of your funds and our country. Please speak with a Credit Union staff member if you have any questions about our identification policies.

Rev January 2025

FACTS	WHAT DOES PENINSULA COMMUNITY FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the accounts or services you have with us. This information can include: ■ Social Security number and income ■ account balances and payment history ■ credit history and credit scores When you are *no longer* our member, we will not share your information except as permitted or required by law as described in this notice.
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Peninsula Community Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Peninsula Community Federal Credit Union share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We do not share.
For our affiliates' everyday business purposes— information about your creditworthiness	No	We do not share.
For nonaffiliates to market to you	No	We do not share.

Questions?	Call 1-800-426-1601 or go to www.pcfcu.org

What we do

How does Peninsula Community Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does Peninsula Community Federal Credit Union collect my personal information?	We collect your personal information, for example, when you ■ open an account or apply for a loan ■ apply for any credit union service ■ you visit our website, provide us information on any online application or transaction, or information you send to us by email. ■ use your credit or debit card or pay your bills ■ make deposits to or withdrawals from your accounts We also collect your personal information from others, including credit bureaus or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit information sharing as follows: ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you However, we do not have any affiliates with whom we share any information.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *Peninsula Community Federal Credit Union has no affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *Peninsula Community Federal Credit Union does not share with nonaffiliates so they can market to you except for our joint marketing arrangements.*
Joint marketing	A formal agreement between *Peninsula Community Federal Credit Union and a* nonaffiliated financial company where we jointly market financial products or services to you. ■ *Our joint marketing partners include financial service providers.*

Other important information

Protecting Children's Private Information. Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

Privacy Policy Changes. While we reserve the right to amend this Privacy Policy at anytime, you can always review the current version at www.pcfcu.org.

EQUAL OPPORTUNITY - TITLE V

In accordance with Federal law and U.S. Department of the Treasury policy, Peninsula Community Federal Credit Union is prohibited from discriminating based on race, color, national origin, sex, age, or disability. Peninsula Community Federal Credit Union is committed to ensuring that no person is excluded from participation in, denied the benefits of, or subject to discrimination on the basis of race, color, or national origin in its programs and activities. If you feel you have been discriminated against, submit a complaint of discrimination, by mail to: U.S. Department of the Treasury, Office of Civil Rights and Equal Employment Opportunity, 1500 Pennsylvania Ave. N.W., Washington, D.C. 20220, (202) 622-1160 (phone), (202) 622-0367 (fax), or email crcomplaints@treasury.gov.

This Agreement is the contract which covers your and our rights and responsibilities concerning the services offered through Digital Banking (Online and Mobile), which includes Bill Pay, Account Transfers, Personal Financial Management, Mobile Deposit and other services we or our service providers may add from time to time (collectively “Electronic Services,” “Digital Banking,” or “Software”). In this Agreement, the words "you" and "yours" mean those who enroll or login to Digital Banking and any authorized users. In this Agreement the words "we" and "us" and "our," "ours," and “Credit Union” mean Peninsula Community Federal Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union. By using any Digital Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the services provided to you.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

1. Business Accounts

a. *Business Administrators.* If Digital Banking configurations allow, a business administrator may create, edit, delete and maintain key services including the resetting of Usernames and Passwords. Administrators may use all accounts, modules and services. The Primary Administrator may add, edit or delete other business users, unlock and authorize new passwords for other business users. The Primary Administrator designates the level of access available to each individual user.

b. *Users.* A user is anyone who is granted access to the business member’s account via Digital Banking. Unless a user’s access to particular accounts or services is specifically restricted by an administrator, the user may have access to all of the business member’s accounts or services.

2. Digital Banking

Upon successful login, you may use a computer, tablet, or other device (“Device”) to access your accounts with Digital Banking . You must use your member username along with your security code (“Password”) and provide other authentication as required by the Credit Union. Digital Banking is generally accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a Device and an up-to-date web browser (such as Google Chrome, Firefox, Safari, etc.) or our Mobile Banking application. You are responsible for the installation of the necessary applications, and the maintenance and operation of your device and the equipment you use to connect to the internet,. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer, browser, internet provider, etc.

a. *Digital Banking Transactions*. At the present time, Digital Banking services may be used to do the following:

- Transfer funds between your accounts, within and outside the Credit Union.
- Transfer funds to others at other institutions.
- Make loan payments from your Credit Union accounts.
- Obtain account balance and transaction history on your accounts.
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges.
- Review available copies of eStatements and tax information.
- Make bill payments from your checking account using the Bill Pay service.
- Manage cards, including turning cards on and off.
- Manage direct deposit, including remote deposit capture.
- Stop payment on checks and ACH transactions.
- Order new checks.
- Set up account alerts.
- Set up overdraft preferences.
- Enroll in a savings jar round up program.
- Request to skip a loan payment.
- Access information about your accounts at other institutions.
- Access credit information through Savvy Money.
- Connect to loan applications.

We reserve the right to modify the scope of the Digital Banking services at any time. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

b. *Digital Banking Service Limitations & Requirements*. The following limitations and requirements on Digital Banking transactions may apply:

i. <u>Transaction Authorization</u>. You authorize us to debit your account for any transactions processed through Digital Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. Transfers. You may make transfers between accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or other 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. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

iii. Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and mobile deposits, according to our Funds Availability Policy. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance upon the information presented in Digital Banking. If you need current account information you agree to contact us directly.

iv. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Digital Banking. You represent and agree that all information you provide to us in connection with Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Digital Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

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

vi. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Digital Banking. These difficulties may result in loss of data, personalization settings or other service interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Digital Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Device or network which you utilize to access Digital Banking. You agree to exercise caution when utilizing Digital Banking and to use good judgment and discretion when obtaining or transmitting information.

3. Bill Pay Services

When you set up the bill payment service ("Bill Pay") you must designate the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. *Bill Pay Transactions.*

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

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

i. Payment Transactions. You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's or a future day's transfer date. Expedited payments are available for some payments and, if available, will display when the payment can be made and the applicable fee. Payments can be canceled or changed through Bill Pay until payments begin processing from the account. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

ii. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized.

b. *Processing Bill Pay Transactions.*

The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least seven (7) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. You will be notified if a payment fails, and the bill payment service will automatically attempt to retry the payment on the next business day. If the payment is successful on the next day, you will not be notified again. If the payment fails on the retry, you will be notified a second time. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request, the payment will not be processed, and we will not try again. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent, illegal, erroneous, or in violation of any terms of your agreements with us.

c. *Canceling or Changing Bill Pay Transactions.*

Payments designated as single transactions cannot be stopped, canceled or changed once payments begin processing from the account. You may cancel recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place a verbal stop payment on a recurring Bill Pay transaction, the Credit Union must receive your verbal stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at the telephone number set forth below to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

4. Digital Banking on a Mobile Device

Digital Banking allows you to access the Electronic Services using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Wireless Devices"). We reserve the right to modify the scope of the services available on a Wireless Device at any time. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

i. <u>Use of Services</u>. You accept responsibility for making sure that you know how to properly use your Wireless Device to access Digital Banking. We will not be liable to you for any losses caused by your failure to properly use the your Wireless Device. You may experience technical or other difficulties related to the Wireless Device that may result in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of a Wireless Device. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access Digital Banking.

ii. <u>Access to Accounts</u>. By downloading the appropriate application and logging in through your Wireless Device, you certify you are an owner, joint owner, custodian, or authorized user on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. <u>Mobile Credentials.</u> If you use a touch ID, facial-recognition or PIN supported mobile device, you may also have the ability to access your accounts using touch ID, facial recognition or mobile PIN ("mobile credentials") to log in. Such features cannot discern between your mobile credentials and the mobile credentials of others who are enrolled on your device. If you elect to use mobile credentials to access your accounts and you have permitted or will permit other individuals to enroll their mobile credentials on your device or you provide your mobile credentials to another individual, you understand and agree that those individuals have your authorization and full access to your accounts.

iv. <u>Relationship to Other Agreements</u>. You agree that when you access Digital Banking through your Wireless Device, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider agreements. You understand that mobile service carrier agreements may provide for fees, limitations and restrictions which might impact your use of Digital Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Digital Banking, including while downloading the Software, receiving or sending text messages, or other use of your Wireless Device when using the Software or other products and services provided by Digital Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Digital Banking, you will contact us directly.

5. Mobile Deposit Capture Services.

If you are eligible, the following terms and conditions govern the use of the Mobile Deposit Capture Services. You have entered into other agreements with the Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other Credit Union agreements, specific provisions regarding Mobile Deposit Capture Services in this Agreement control over general provisions.

a. *Services*. The Credit Union's Mobile Deposit Capture Services are designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or convert to Substitute Checks based on the information you provide. There is currently no charge for Mobile Deposit Capture Services. We reserve the right to impose charges for this service in thefuture.

b. *Definitions*.

"**Business Day**" means any day of the week that is not a Saturday, Sunday, or Credit Union holiday.

"**Member Agreement**" means collectively the Membership Agreement and any other account information provided to you by us from time to time.

"**Deposit Account**" means your Credit Union checking account, savings account, or money market savings account.

"**Eligible Account**" means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in the Mobile Deposit Capture Services.

"**Eligible Device**" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Mobile Deposit Capture Services.

"**Eligible Item**" means an original paper check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and our deposit guidelines. The following are **NOT** Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;
- Checks/items drawn on a foreign financial institution or payable in a foreign currency;
- Checks/items you suspect may be fraudulent or not properly authorized;
- Checks/items exceeding the Deposit Limits set forth below;
- Checks/items not acceptable under the terms of your Credit Union Membership Agreement;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Money Orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

"**Item**" has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Mobile Deposit Capture Services shall be deemed an "item" within that UCC definition.

"**Substitute Check**" means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.

c. *Hardware and Software*. To use the Mobile Deposit Capture Service, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Mobile Deposit Capture Service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Mobile Deposit Capture Services.

d. *Hours of Operation*. You can use the Mobile Deposit Capture Service 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

e. *Funds Availability Disclosure*. Mobile Deposits are subject to the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the cut-off period for deposits and the availability of funds, checks deposited via Mobile Deposit session are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Please refer to the Funds Availability Disclosure in your Membership Agreement.

f. *Deposit Acceptance***.** You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

g. *Image Quality*. Each image transmitted to us using Mobile Deposit Capture Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

h. *Endorsement Requirement*. Prior to scanning any item through the Mobile Deposit Capture Services, you are to restrictively endorse the original item “For PCU Mobile Deposit,” to the Credit Union, check the Mobile Deposit box, or as otherwise instructed by us.

i. *Confirmation of Receipt of Images*. You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, please note: confirmation of receipt does not mean that the transmission was error free or complete.

j. *Deposit Limits.* The Credit Union may establish limits on the aggregate or individual dollar amount of checks deposited using the Mobile Deposit Service, and shall notify you within the service if it does. You agree to abide by such limits. We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion.

k. *Presentment*. The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion and in accordance with the Membership and Account Agreement, and Credit Union policies applicable to your accounts.

l. *Storage and Destruction of Original Items*. Once you receive confirmation that the Credit Union has received your item image and successfully deposited the funds to your account, you must retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond sixty (60) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation: (i) theft or reproduction of the original checks (including by employees if you are a business) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are destroyed and not accessed by unauthorized persons.

m. *Returned Items and Right of Chargeback*. If any item you deposit through the Mobile Deposit Capture Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your Membership Agreement. You may not redeposit the original item through the Mobile Deposit Capture Services.

n. *Deposit Prohibitions***.** You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

o. *Exception Items***.** When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

p. *Errors.* You must notify us right away of any suspected errors regarding items deposited through the Mobile Deposit Capture Services, in no event later than 60 days after the applicable account statement is sent.

q. *Your Responsibilities for the Mobile Deposit Capture Service.*

You agree, warrant and represent that you will:

- Ensure that all information you provide us is accurate and true.
- Use only Eligible Devices to access the Mobile Deposit Capture Services.
- Endorse all items for the Mobile Deposit Capture Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Mobile Deposit Capture Services.
- Use the Mobile Deposit Capture Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with the Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify us against and hold us harmless from any loss arising from your breach of any part of this Agreement.

You agree that you will not:

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Mobile Deposit Capture Services.
- Re-deposit or re-present any item or image previously transmitted through the Mobile Deposit Capture Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Mobile Deposit Capture Services or any damages that might arise from unavailability.

r. *Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services.* We reserve the right to change, limit, suspend or discontinue the Mobile Deposit Capture Services or your use of the Mobile Deposit Capture Services, in whole or in part, at any time without notice. Your continued use of the Mobile Deposit Capture Services will constitute your acceptance of any changes to the Mobile Deposit Capture Services. We may immediately and without notice terminate, suspend or limit the Mobile Deposit Capture Services, or your use of the Mobile Deposit Capture Services, if in our sole judgment, we believe there has been a security breach affecting the Mobile Deposit Capture Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Mobile Deposit Capture Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date, and may be granted or declined in the Credit Union's sole discretion.

s. *Disclaimer of Warranties.* Your use of the Mobile Deposit Capture Services and all information and content (including third party information and content) is strictly at your own risk and the Mobile Deposit Capture Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, express or implied, as to the Mobile Deposit Capture Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Mobile Deposit Capture Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Mobile Deposit Capture Services or technology will be corrected.

t. *Limitation of Liability*. We will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Mobile Deposit Capture Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

u. *Electronic Consent; Notices.* Enrolling in the Mobile Deposit Capture Service requires you to consent to receive information and notices regarding this Agreement and the Mobile Deposit Capture Service via electronic means (for example, email or website). If you do not wish to consent to electronic notices about the Mobile Deposit Capture Services, you may decline to enroll in the Mobile Deposit Capture Service. Nevertheless, we reservethe right to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means (for example, statement notices or U.S. mail).

6. **Text/SMS Message Service.**

The Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS/text, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's relationship as well as providing a mobile phone number. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider and you consent to such messages reasonably related to your account relationship with us. You agree that each message is sent to you without being encrypted and will include certain information requested on your accounts. We provide this service as a convenience to you. We do not use text messaging for any purpose not included in the Service and will not respond to text messages sent to us that do not comply with appropriate action codes. Members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts to be delivered. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. Questions: You can contact us at 360-426-1601 or send a text message with the word "HELP" to this number: 360-429-0149. You agree and understand that Text Banking/SMS Message Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. You are responsible for all fees and charges related to text messaging imposed by your wireless service provider. Notify us immediately of any changes to your mobile device. In case of unauthorized access to your mobile device or Service, you agree to cancel enrollment associated with the mobile device immediately. You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. We will not be liable to you for special, indirect or consequential damages. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own. We reserve the right to modify the scope of the Text Banking services at any time.

7. Card Controls.

The Card Controls service is a card management application provided by the Credit Union as the issuer of your credit and debit cards. The Card Controls service can be used to set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off, pin activations and resets, and new card orders. From time to time, we may make additional card control features available to you.

a. *Conditions of Use.* You are solely responsible for all information and data you input into the Card Controls, the controls, authorizations, and any access you give to any other person to Card Controls or your card account. You agree to comply with all additional restrictions provided in Card Controls as they may be updated from time to time. Card Controls may enable access to third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

b. *Limitations.* The Card Controls feature is subject to transmission limitations and service interruptions. The Credit Union does not guarantee that the Card Controls (or any portion thereof) will be available at all times or in all areas, nor that a transaction will be declined when a preference is set. Controls based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

c. *Liability Disclaimer.* The credit union assumes no responsibility for damages that may be suffered by you, including, but not limited to, losses from delays, nondeliveries of content or any communications, errors, system down time, misdeliveries or miscommunications, network or system outages, file corruption, or service interruptions caused by the negligence of the credit union and licensors, or your own errors and/or omissions. Card controls and materials in card controls, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

d. *Limitation of Damages.* For consumer accounts, the Credit Union's liability for any claims, damages or losses for unauthorized use of your card or improper card transactions will be limited as set forth in this Agreement under the heading "Member Liability." In no event shall the Credit Union be liable to you or any person for any indirect, special, consequential, or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the application or any linked application, even if the Credit Union is expressly advised of the possibility of such damages.

8. External Funds Transfers

a. *External Funds Transfers.* Within the Digital Banking service, you may separately enroll for the External Funds Transfer Service for transferring funds between your linked personal deposit accounts at the Credit Union and certain deposit or card accounts at other financial institutions for which you have the authority to transfer funds. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts"). An "Inbound transfer" moves funds into your Credit Union account from an FT Account. An "Outbound transfer" moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds.

b. *Service Eligibility*. There may be a waiting period for eligibility and use from the date of your enrollment. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulations designed to prevent money laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

c. *Service Limitations*. All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service; for example, retirement, business or corporate accounts. Also, you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution.

d. *FT Account Setup.* To add an FT Account, you authorize us to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals.

e. *ACH Transfers.* Upon your request, we will make electronic transfers from your designated and active FT Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your credit union may limit the number of transactions that you authorize using your savings or money market account.

f. *Transfer Limitations & Requirements*.

i. Transfer Cut-Off. Funds will be debited the business day after you initiate the transfer, and will be credited by the fifth business day after you initiate the transfer. Any inbound transfer attempt returned due to insufficient or uncollected funds will be re-submitted once for collection upon receipt of the original return entry. The cut-off time for Transfers is 1 p.m. Pacific Time. Any transfer made after the cut-off time will be initiated the next business day.

ii. Transfer Limits. Transfer limits are defined within the Service at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. Transfers typically remain In Process until the close of the third business day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason, or (iv) we deem it necessary to prevent losses, fraud, or abuse.

iii. Modifying or Cancelling Transfers. Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your FT Account. If this is unsuccessful (for example, the FT Account has been closed) we may make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we may stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. If applicable, the charge for each request will be the current charge for such service as set out in the applicable fee schedule. In using the service, you are requesting us to make transfers for you from your account. If we are unable to complete the transfer for any reason associated with your FT Account (for example, there are insufficient funds in your FT Account to cover the transaction), the transfer may not be completed. You will reimburse us immediately upon demand the transfer amount that has been returned to us. You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your FT Account to cover the requested transfer or if we cannot otherwise collect the funds from you. You hereby authorize us to deduct these amounts from your designated FT Account by ACH debit. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

iv. Status E-mail. We may periodically send messages to your primary e-mail address during the external funds transfer process. Primary e-mail address is defined in Digital Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

v. Refused Transfers. The Credit Union reserves the right to refuse to process transfers that reasonably appear to the Credit Union to be fraudulent, erroneous, illegal, or pose undue risk to the Credit Union.

9. Personal Financial Management Service Terms

a. *Description of Service.* The personal financial management service (PFM Service) is a tool for budgeting, planning, and goal setting. The PFM Service will be provided by third party providers.

b. *Provide Accurate Information*. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

c. *Content You Provide.* You are licensing to Credit Union and its service providers any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the PFM Service. The Credit Union and its service providers may use, modify, display, distribute and create new material using such Content to provide the service to you.

d. *Third Party Accounts.* By using the service, you authorize the Credit Union and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. You acknowledge and agree that when Credit Union or its service provider accesses and retrieves information from third party sites, the Credit Union and its service provider are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any third-party account providers accessible through the service. You acknowledge that through the use of this service, the Credit Union and its service providers shall have access to your account credentials, including, but not limited to login username and passwords.

e. *Disclaimer of Warranties*. You expressly understand and agree that: your use of the PFM service and all information, products and other content (including that of third parties) included in or accessible from the PFM service is at your sole risk. The PFM service is provided on an "as is" and "as available" basis. The Credit Union expressly disclaims all warranties of any kind as to the PFM service and all information, products and other content (including that of third parties) included in or accessible from the PFM service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Credit union makes no warranty that (i) the PFM service will meet your requirements, (ii) the PFM service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the PFM service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the PFM service will meet your expectations, or (v) any errors in the technology will be corrected. Any material downloaded or otherwise obtained through the use of the PFM service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

10. Instant Transfer Service

The Instant Transfer Service is a digital banking service that allows you to send and receive money to and from other persons or businesses that also bank with institutions participating in FedNow or Real-Time-Payment (RTP) service, by providing certain required information. Using the Instant Transfer Service, you may initiate a transfer in which funds are transmitted from or to your Credit Union deposit account and sent through the Federal Reserve (for FedNow) or The Clearing House (TCH) (for RTP) to the recipient's financial institution for credit to the individual based on the information you provide. These are referred to as “Instant Transfers.” Your use of the service is subject to the following terms and conditions in addition to the other applicable terms of your agreements with us.

Instant Transfer transactions are subject to the following transfer limitations:

- $500 per transaction
- $500 per day
- $2,500 per month

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

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

We reserve the right to deny access or terminate the Instant Transfer Service at any time without prior notice to you.

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

12. Preauthorized Electronic Funds Transfers and Direct Deposit

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account. Upon instruction of (i) your employer, (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.

a. *Cancellation Rights*. If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you may cancel your request for the Credit Union to make the transfer at least to three business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.

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

c. *Liability*. The Credit Union may charge a fee for each stop payment order requested, as set forth in the 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.

13. Security of Access Code (Password)

The access code is your Password you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Digital Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use all services available through Digital Banking to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your 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 change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately. You agree that our reliance on your username and password to authenticate your login and subsequent transactions is a commercially reasonable security procedure for the origination of ACH credit transfers, wire transfers, and other transactions that are subject to Uniform Commercial Code Article 4A.

14. Member Liability

a. *Consumer Accounts.* You are solely responsible for all transfers you authorize using any services under this Agreement. If you permit other persons to access your Digital Banking you are responsible for any transactions they authorize or conduct on any of your Accounts. For transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions that occur using Digital Banking . For consumer accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to login to your Digital Banking, 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 accessed your accounts without your authorization. For a transaction that is an “Electronic Fund Transfer” under federal law, 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 Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 360-426-1601

Mail: Peninsula Community Federal Credit Union, PO Box 2150, Shelton, WA 98584

b. *Business & Other Non-Consumer Accounts.* You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Digital Banking session and close your browser to ensure confidentiality.

15. Business Days. Our business days are Monday through Friday, excluding federal holidays.

16. Fees and Charges. The fees and charges for the Electronic Services are set forth in the Rate and Fee Schedule. Fees and charges may be changed from time to time, as disclosed on our current Rate and Fee Schedule. We will notify you of any changes as required by law.

17. Transaction, Account & Credit Information

a. *Statement Information*. Transactions submitted through Digital Banking will be recorded on your monthly statement sent to you by mail or eStatements if you have requested e-statements.

b. *Artificial Intelligence*. The Credit Union may collect and retain information from you, including personal information, when you use Digital Banking, and may share such information with our third-party service providers in compliance with our Privacy Policy. Some services may be hosted by a third-party vendor, which may use artificial intelligence and may use information collected from the services to train and improve services.

c. *Secure Messages.* You may use the message function to send messages to us. Messages may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive message communications that you send, and the Credit Union will not take action based on message 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 the Section titled “Member Liability.”

d. *SavvyMoney Credit Score.* As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score. You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

Click here if you wish to decline enrollment in SavvyMoney services.

By clicking 'I Accept,' you are accepting SavvyMoney's Terms of Service and Privacy Policy (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

18. Credit Union Liability for Digital Banking Services

If we do not complete a transaction 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 sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Password, you have not properly followed any applicable service or Credit Union user instructions for making transfers and bill payment transactions.
- If your personal computer or mobile device malfunctioned or the mobile banking or online banking services were not working properly, or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

19. Termination of Digital Banking

You agree that we may terminate this Agreement and any of your services if you, or any authorized user 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 Password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

20. Statement Errors on Consumer Accounts

In case of errors or questions about your electronic funds transfer transactions on a consumer account, contact us at the phone number or address set forth above as soon as possible. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and member number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

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

21. Amendments

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Unless otherwise required by law, we may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message, depending on your consent settings. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the services may be limited, suspended or terminated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

22. 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. 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 to, subject to Washington law, 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision 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.

23. Acceptable Use.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the services described in this Agreement, regardless of the purpose of the use, and for all communications you send through Digital Banking. We and our service providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using Digital Banking for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy Digital Banking services without our prior written permission; (i) allow use of any device, software or routine to bypass technology protecting Digital Banking, or interfere or attempt to interfere, with Digital Banking; or (j) may cause us or our service providers to lose any of the services from our internet service providers, payment processors, or other vendors.

24. Indemnification.

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

VISA ACCOUNT UPDATER (VAU) - VAU is an account updating service in which your card is automatically enrolled. You may arrange for merchants to store VISA account information for payments and recurring billing. When you arrange for merchants to store this information, you acknowledge that when your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to these merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a VISA database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt out of the VAU service or if you have any questions, please call (800) 426-1601 to do so.

B. Direct Deposit Upon instruction of your employer, or Treasury Department, or other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

C. ACH Origination Upon instruction from you, the Credit Union will initiate electronic signals for debit entries (and in some cases credit entries and credit entry adjustments) as indicated on the ACH Debit Form and Disclosure.

D. Electronic Check Transactions: You authorize us to honor any electronic conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process a purchase transaction or bill payment. Notice may include a sign posted by the merchant at the time and place of your transaction. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. SERVICE LIMITATIONS

A. VISA Debit Check Card Peninsula Credit Union ATM's - no fee. Other ATM's - "Vista" Checking - (if monthly account conditions are met) free up to $15.00 then fee per transaction; "Vista" Checking - (if monthly conditions are not met) fee per transaction; or "Business Checking"- fee per transaction. You may withdraw a combined total of up to $600.00 or your balance, whichever is less, per day. If you have a personal line of credit in good standing you may be authorized to withdraw a combined total of up to $600.00 or your balance, whichever is less, per day. If the ATM Network is out of service or not working properly, service may be limited. Deposits, because of the servicing schedule and processing time required in ATM operations, will be delayed between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds. You may transfer between your savings and checking up to the balance available at the time of transfer. No purchase may exceed your available funds. The Credit Union may refuse to honor or may fee for any transaction for which you do not have sufficient available verified funds or have exceeded transfer limitations (See Membership and Account Agreement Transfer Limitations-Regulation D Disclosure).

Cardholder agrees that use of this card for internet gambling or illegal use of the card will be deemed an action of default and/or a breach of contract and the cardholder's account and other related services may be terminated at the Credit Union's discretion. Cardholder further agrees, should internet gambling or illegal use occur, to waive any right to sue the Credit Union for such use or any activity directly or indirectly related to it and additionally agrees to indemnify the Credit Union, including all costs and attorneys fees, and hold harmless from any suits or other legal action or liability, resulting from such use. The Credit Union reserves the right to decline to authorize any transaction that may possess an undue risk of such activity.

Merchants will transmit electronic authorizations for purchases made with the VISA Debit check card. Once the Credit Union approves an authorization, the amount of that authorization will be held against the checking account or applicable overdraft accounts until the completed financial transaction is submitted by the merchant or three (3) days, whichever occurs first. While the funds are on hold for an authorization, they are not available for withdrawal by any means.

Purchases and cash advances made in foreign countries will be billed to you in United States dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee as set forth in the Fee Schedule. This fee applies to any debit 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.

3. SECURITY OF ACCESS CODE The access code/Personal Identification Number (PIN) issued to you or selected by you is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of the PIN and the Credit Union suffers a loss, we may terminate your EFT and account services immediately. You may be liable for transactions.

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, Debit Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe anyone has used your account without your authority or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to keep your possible losses down. For Debit Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. VISA zero liability does not apply to non-VISA transactions as described in Section 1A of this disclosure. For all other EFT transactions, if you tell 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 tell us within two (2) business days after you learn of the unauthorized use of your account or the EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500.00. Also, if your statement shows EFT transfers that you did not make, including those made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed 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 transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Debit Card has been lost or stolen, that someone has transferred or may transfer money from your account or if a transfer has been made using the information from your check without your permission, call:

1-800-426-1601 or write:
Peninsula Credit Union, P.O. Box 2150, Shelton, WA 98584.

5. BUSINESS DAYS For the purpose of electronic funds transfers, our business days are Monday through Friday. Holidays are not included.

6. FEES AND CHARGES There are certain charges for electronic fund transfer services and products set forth on the Rate and Fee Schedule. From time to time, the charges may be changed, we will notify you of any changes required by law. When you use an ATM not owned by the Credit Union, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. This fee should be posted on the machine and will be deducted from your account as part of the transaction. Peninsula Credit Union is not responsible for such fees.

7. RIGHT TO RECEIVE DOCUMENTATION (a) Terminal (ATM) Transfers: You can get a receipt at the time you make any transfer to or from your account using an ATM. (b) Periodic Statement: You will get a monthly account statement. (c) 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 calling the phone number listed. This does not apply to transactions occurring outside the United States.

8. ACCOUNT INFORMATION DISCLOSURE In order for us to conduct the business of the Credit Union, we may disclose all of the information we collect to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements so that we may provide competitive products and services. We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. A complete copy of the Credit Union's Privacy Notice is available upon request.

9. LIABILITY FOR FAILURE TO MAKE TRANSFERS You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union or by Internet browser providers such as Mozilla (Firefox browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for 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, Online services or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online services and may have referred to such communication from you to us via the Online services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by law. The Credit Union will not be liable for incomplete transaction errors in the following instances: (a) if the approved network ATM where you are making the cash withdrawal does not have enough cash. (b) if, through no fault of ours, your account does not contain enough money to make the transfer or give you the cash. (c) if the approved network was not working properly, and you knew about the breakdown when you started the transaction. (d) if circumstances beyond our control (such as fire or flood) prevent the transaction. (e) if the ATM is closed or shut off for maintenance.

(f) if funds in your account are pledged for a share secured loan or are otherwise not available. (g) if the money in your account is subject to legal process or other claim. (h) if the withdrawals and/or transfers from your savings account have reached the maximum number permitted by regulation. (i) if there are other exceptions as established by the Credit Union. (j) if you used the wrong access code/PIN or you have not properly followed any applicable computer or Credit Union instructions for making transfers or bill payment transactions. (k) if your computer fails or malfunctions or any of the Credit Union's Audio Response was not properly working and such problem should have been apparent when you attempted such transaction.

10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS (a) *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 of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number and address shown any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. (b) *Notice of Varying Amounts.* If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (c) *Liability for Failure to*

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

11. TERMINATION OF EFT SERVICES You agree that we may terminate this Agreement and your use of any EFT services if: (a) You, or any authorized user of your account or any EFT service breach this agreement; (b) We have reason to believe that there has been an unauthorized use of your account, access code or card; or (c) You breach any provision of your Membership and Account Agreement or any other Agreement with the Credit Union. 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 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. ERROR RESOLUTION RIGHTS In case of errors or questions about your electronic transfers, telephone us at:

(360) 426-1601
or write us at: **PO Box 2150, Shelton, WA 98584**

as soon as possible if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally we may require that you send us your complaint or questions in writing within 10 business days.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) calendar days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days five (5) business days for Debit Card purchase transactions for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

14. ATM SAFETY NOTICES The following information is a list of safety precautions regarding the use of Automated Teller Machines (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 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.

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. 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 a 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 judgement collection actions, if applicable. Should any one or more provisions in this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision 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.

M-901905

Peninsula
CREDIT UNION

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND AGREEMENT
VISA DEBIT CHECK CARD

By signing the Account Card, Application, or signing or using a Visa Debit Check Card, constitutes agreement between Peninsula Credit Union and you. You agree that all signers on the primary share account will have access to all subsequent sub shares on said account. You agree to the following terms governing your rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers (EFT's) are electronically initiated transfers of money through direct deposits, automated teller machines (ATM), audio response transactions, and debit cards involving your deposit accounts at the Credit Union.

1. SERVICES
A. Visa Debit Check Card You may use your Visa Debit Check Card at ATMs (automated teller machine) of your Credit Union, and such other machines of facilities as the Credit Union may designate throughout the United States and in certain foreign countries which bear the PLUS, CO-OP NETWORK, and STAR logo to:
(a) Withdraw cash from your checking, savings account, or personal line of credit.
(b) Deposit to your checking or savings account (at participating machines).
(c) Transfer funds between your checking and savings accounts.
(d) Purchase goods or services through an approved POS network.
(e) Receive information regarding the balance in your accounts.

The Credit Union and Merchant may require specific cardholder verification methods to authorize your debit card transactions, including the use of a PIN or signature. You agree to comply with any applicable cardholder verification method required for a transaction. If you use the card to make a Purchase, you shall be requesting the Credit Union to withdraw funds in the amount of such Purchase (including any cash received from the Merchant) from your primary transaction account and directing the Credit Union to pay such funds to the Merchant.

Transactions will be deducted from or charged to your checking account through POS or VISA Debit Check Card as often as you like. Transactions will be approved based on your available balance. All transactions will default to the checking account.

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CONSENT TO ELECTRONIC DELIVERY OF DISCLOSURES AND DOCUMENTS

Electronic Delivery Terms

By agreeing to accept delivery of your deposit account documents electronically by Peninsula Community Federal Credit Union (Credit Union). The following terms and conditions apply to our electronic delivery and your receipt of deposit and loan account documents:

Deposit and Loan Documents.

Your electronically delivered deposit and loan account documents will include all documents required to request, open, and maintain your accounts, including but not limited to:

Electronic Documents		
Account Opening Documents	• Membership and Account Agreement • Funds Availability Policy • Electronic Funds Transfer Agreement	• Privacy Policy • Truth-in-Savings/Rate and Fee Disclosures
Loan Documents	• Application • Credit Agreement	• Security Agreement • All required disclosures, including Truth in Lending Disclosures, Adverse Action Notices, Credit Score Notices, etc.
Subsequent Documents	• Periodic Statements • Change in Terms Notices • Annual Privacy Policy	• Account and Transaction Alerts • Future Service Enrollments, Communications and Notices • Other Required Annual Notices

Accessing & Signing Documents.

Before obtaining products or services electronically through the Credit Union, please carefully review and save or print a copy of this consent for your records. At the time you request a specific account product or service, you may be asked to sign and agree to the terms of the account/service documents electronically.

Accessing Paper Copies.

The documents and information provided to you electronically will not be sent to you in a paper copy unless you contact our Member Service department and request a paper copy of a particular document.

Your Right to Cancel.

You have the right to cancel and withdraw your consent to electronic document delivery at any time. If you wish to withdraw your consent, you may do so by contacting our Member Service department at 1-800-426-1601. Please allow a reasonable period of time to process your request.

Fees/Restrictions.

There are no fees, penalties or account restrictions for requesting a paper copy of any disclosure you received electronically or for withdrawing your consent at any time.

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CREDIT UNION

Your System Requirements.

You will need a computer or other device to access the internet, an email address, Internet service and a printer for printing or computer storage such as a hard drive or thumb drive for saving documents. The following are the software requirements necessary for you to access, receive and retain electronically delivered documents:

Browsers	Recent version of a widely used internet browser such as Firefox, Chrome, or Safari
PDF Reader	Recent version of Adobe reader or other software capable of displaying pdf documents

We will notify you whenever we change or revise these requirements.

Your Responsibilities.

You certify that you are capable of retaining and accurately reproducing the electronically delivered documents as electronic records for any future reference. You certify you have provided us with your current email address to which we may send electronic documents and communications and you will immediately notify us of any changes in your email address. We are not obligated to verify that you have received or can access any account document. If we learn that you are no longer receiving email communications (for example, an email is returned as undeliverable), we may discontinue sending email communications. We will make a reasonable attempt to redeliver your notification electronically.

Contacting Us.

You may contact the Credit Union to request paper copies, withdraw your consent or notify us of changes in your email address. You may call us or write to us at the phone numbers and mailing address listed at the top of the page, or email us at 1-800-426-1601.

I consent to accept delivery of account documents electronically by Peninsula Community Federal Credit Union.