

Membership and Account Agreement



Peninsula Credit Union

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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, verify, 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.



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