Membership and Account Agreement

selco.org / 800-445-4483

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 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.

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SELCO Community Credit Union Membership and Account Agreement

I. Introduction

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

Consumer accounts, to which this Agreement applies, are those used for personal, family, and household purposes.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in Savings Disclosures (Rate and Fee Schedule) 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.

To better serve our communities, SELCO is expanding its Spanish-language resources. Currently, we serve Spanish speakers through bilingual associates, Spanish marketing communications, and Spanish digital content. While all products and services are available to all members on the same terms of eligibility, SELCO may limit translated documents for a particular product or service if we do not believe we have the staff or other resources necessary to provide an appropriate level of Spanish-language support. **PLEASE NOTE: YOU AGREE THAT ANY DISCREPANCY BETWEEN SPANISH AND ENGLISH LANGUAGE DOCUMENTS OR COMMUNICATIONS WILL BE RESOLVED IN FAVOR OF THE ENGLISH VERSION. ALL APPLICATIONS, AGREEMENTS, AND CORRESPONDING DISCLOSURES WILL BE PRESENTED IN ENGLISH ONLY.** We urge you to seek the aid of a trusted interpreter if you have questions about the terms or conditions of SELCO's Spanish-language materials.

Para servir mejor a nuestras comunidades, SELCO está ampliando sus recursos en español. Actualmente,

atendemos a hablantes de español a través de asociados bilingües, comunicaciones de marketing en español y contenido digital en español. Aunque todos los productos y servicios están disponibles para todos los miembros bajo los mismos términos de elegibilidad, SELCO puede limitar los documentos traducidos de un producto o servicio en particular si no creemos que tenemos el personal u otros recursos necesarios para proporcionar un nivel adecuado de soporte en español. **Por favor, tenga en cuenta: Acepta que cualquier discrepancia entre documentos o comunicaciones en español e inglés se resolverá a favor de la versión en inglés. Todas las SOLICITUDES, ACUERDOS y DIVULGACIONES CORRESPONDIENTES se presentarán solo en inglés.** Le instamos a buscar la ayuda de un intérprete de confianza si tiene preguntas sobre los términos o condiciones de los materiales en español de SELCO.

II. 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 (1) share (the Membership Savings Account), as required by the Credit Union's bylaws. You authorize us to check your account, credit, and employment history and obtain a credit report from third parties, including credit reporting agencies, for verification of your eligibility and continued eligibility for membership and the accounts and services you request and to later refer to such information, including credit reports previously obtained, for verifying eligibility for other accounts and services we may offer or make available to you from time to time. SELCO reserves the right to refuse membership or limit account services offered to account owner(s).

Cannabis-related businesses are not eligible for membership at SELCO. SELCO defines Cannabis-related businesses as those that earn revenue either directly from the growth, processing, sale, or distribution of marijuana, hemp or CBD products or by significantly serving or contracting with those that grow, process, sell, or distribute marijuana, hemp or CBD products. SELCO retains the right to deny or terminate membership or services based on the significance or degree of involvement of an applicant or member with any cannabis-related business or associated conduct. The opening of an account shall in no event be construed as a waiver of this policy.

Money Service Businesses, including but not limited to check cashers, funds transmitters, and cryptocurrency businesses

or exchanges, are ineligible for membership at SELCO. SELCO reserves the right to terminate or deny the membership or services of a member it determines at any time to be operating as a money service business or for the benefit of a money service business.

III. Account Ownership

1. **Individual Accounts.** An individual account is an account owned by one person who is qualified for Credit Union membership. 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.

2. **Joint Accounts.** An account owned by two or more persons is a joint account.

    a. **Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship. If the account is a joint account with rights of survivorship, upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. Upon death of all joint account owners, the account becomes payable to the POD beneficiary, if applicable. If the account is a joint account without rights of survivorship, the interest of a deceased owner will pass to the decedent's estate, subject to the Credit Union's right of offset against the funds for outstanding balances.

    b. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on the account, or withdraw or pledge all or any part of the shares of the account, including funds representing a membership share, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account,

require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

c. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or the account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners is jointly and severally liable to the Credit Union 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 the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

3. **Payable on Death ("POD")/Trust Beneficiaries.** A 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, subject to the Credit Union's right of offset against the funds for outstanding balances. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any beneficiary designation shall not apply to individual retirement or deferred compensation 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.

4. **Accounts for Minors.** For checking accounts established by or for a minor, the minor account owner must have 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. Unless guardian is a joint account owner, the guardian shall not have any right to access the account. 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 Account Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

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

6. **Uniform Transfers to Minors Accounts ("UTMAs").** An UTMA is an individual account established by a member as a custodian on behalf of a minor (a person under 21 years of age). The minor must be eligible for membership in the Credit Union. The custodian shall open the account in the name of the minor, include the minor's Social Security number, and must sign his or her own name on the Account Card. The custodian is the owner of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. A proper transfer to the account

is irrevocable and indefeasibly vested in the minor and shall become part of the minor's estate in the event of his or her death. In the event of the custodian's death, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. At such time that the custodian has a statutory obligation to transfer funds to the beneficiary, the Credit Union will deem the funds to be available to the beneficiary of the account, and the Credit Union will have a right of offset against the funds.

7. **Fiduciary Accounts.** A fiduciary account is a restricted account opened, maintained, controlled, and accessible by only one party (the fiduciary) for the benefit of another party having legal title to the account contents but who has been duly found unable to manage those assets (the protected person). Fiduciary accounts include conservatorship accounts, Social Security representative payee accounts, and Veterans Administration benefits fiduciary accounts. Official documentation of appointment as a fiduciary by the appropriate authority is required to open a fiduciary account. The fiduciary must open the account in the name of the protected person and include the protected person's Social Security number, but the fiduciary must sign his or her own name on the Account Card. Neither the protected person nor any other person except the fiduciary shall be designated as an authorized signer on the account. The fiduciary shall be the only person to whom any debit cards, checks, account numbers, account balances, or any other account information shall be provided by the Credit Union. Any right of the protected person to receive information about the account must be exercised through the fiduciary or an appropriate court only. The Credit Union shall have no liability in the event that a protected person obtains access to account contents or information via debit card, checks, account number, or any other product or information provided by the Credit Union to the fiduciary. The Credit Union does not itself act as a fiduciary in any circumstances and bears no fiduciary relationship to protected persons.

8. **Business Accounts.** For complete information, please refer to SELCO's Commercial & Business Banking Membership and Account Agreement.

9. **Revocable Nontestamentary Trust Accounts.** A revocable nontestamentary trust designation is an instruction to the Credit Union that a designated

account is an account payable to the owner(s) during their lifetimes or until the named beneficiary reaches an age designated by the owner(s). The account becomes payable to the named beneficiary when the beneficiary reaches the age designated on the Account Card, or upon the death of the last joint account owner, based on the Account Card 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.

10. **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 Rate and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement, which are incorporated herein by this reference.

    a. **Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit either in person or by comparison with member signature files. If checks or drafts from insurance companies, government agencies, or other sources require an endorsement as set forth on the back of the check, the Credit Union may require an 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 ½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other marking made by you or any prior endorser causes 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 acts only 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 be liable only 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. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. **Direct Deposits.** The Credit Union may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or 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 30 days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of 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 a government agency 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. Amounts 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.

11. 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 compare your signature with the signature on the Account Card 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 draft 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 party, you authorize us to honor transactions initiated by the third party, 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 permitted by the Credit Union (e.g., in person or by check, automated teller machine ("ATM"), debit card, digital banking, mail, automatic transfer, or telephone). If the Credit Union accepts any draft 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. Automated Clearing House ("ACH") and Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire or ACH 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. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

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

e. **Refusing Payment on Items.** You agree that we may refuse to pay any check if the person presenting it does not pay a check cashing fee that we may impose or provide identification that satisfies our requirements. We may also refuse to pay any check if we are unable to verify an endorsement to our satisfaction.

12. **Account Rates and Fees.** The Credit Union's payment of dividends or interest on any account is subject to the account rates and fees, earnings, payment, and balance requirements as set forth on the Rate and Fee Schedule, 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 Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes, as required by law.

13. 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. Drafts or other transfer or payment orders drawn against insufficient available funds will be subject to a service charge, set forth on the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases, including when there is a dispute between the owners or signers 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, required documentation has not been presented, or you fail to repay a Credit Union loan on time or owe the Credit Union money. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require up to 60 days' notice in writing of any intended withdrawals from any account, as required by law.

b. Transfer Limitations. For savings accounts and money market accounts, you may make any combination of up to six (6) of the following during any calendar month: (1) preauthorized, automatic, telephonic, or digital banking transfers to another account of yours or to a third party; (2) withdrawals by check payable to third parties; or (3) debit card purchases made by you. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including orders received via Automated Clearing House ("ACH"). There is no limit on the following transactions: (1) transfers to any loan account within the Credit Union; (2) transfers to another Credit Union account; or (3) withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an automated teller machine ("ATM").

If a transfer request exceeds the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer or charge you a fee, and your account may be reclassified by the Credit Union, suspended, or closed.

c. **Unlawful or Illegal Transactions.** For all consumer accounts, including trusts, conservatorships, or estates, you may not use your account or any access device for any unlawful or illegal transaction, such as unlawful internet gambling, which is prohibited under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"). The Credit Union may refuse to honor any transaction that it believes may be illegal or unlawful.

14. Overdrafts

a. **Available Balance and Actual Balance.** Your checking account has two kinds of balances: the **actual balance** and the **available balance**. Your **actual balance** reflects the full amount of all deposits, as well as payment transactions that have been posted to your account. Your **actual balance** does not reflect transactions that are in process and not posted to your account such as checks you have written and any other transactions that are authorized but have not been presented for payment. Your **available balance** is the amount of money in your account that is available for you to use. Your **available balance** is your **actual balance** less (1) holds placed on deposits; (2) holds for debit card or other transactions that have been authorized; and (3) any other holds, such as holds related to pledges of account funds, related to minimum balance requirements, or to comply with court orders. You can check your **available balance** any time in digital banking, through text banking, at an ATM, or by calling 800-445-4483.

b. **Overdraft Liability.** We use your **available balance** to determine whether there are sufficient funds in your account to pay items when presented. If, on any day, the available balance in your checking account is not sufficient to cover checks and other items posted to your account, each presentment of 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

available balance is made when the item is presented, except for debit card transactions subject to delays between authorization and presentment. In these excepted cases, an overdraft will occur only if your available balance is insufficient to cover the transaction at both authorization and presentment.

To avoid overdraft fees, we urge you to exercise care and spend only within the limits of your available balance whenever possible.

The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for each presentment of the check or other item, whether paid or returned, as set forth on the Rate and Fee Schedule. 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 presented check or other item 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.

c. Overdraft Protection Plan. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the necessary funds to your checking account. A dishonored check or other item may be re-presented, and terms of your overdraft protection plan will apply to each presentment. We will transfer funds to your overdrawn account from the accounts indicated in the overdraft protection plan you selected. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

15. Postdated and Staledated Items. You agree not to negotiate or deposit any check, draft, or other item before the date it is properly payable (postdated) or that is over six (6) months old (staledated). The Credit Union is under no obligation to honor a draft or check, or pay any item, that is postdated or staledated. However, the

Credit Union may accept and pay any check, even if the check is postdated or staledated. In order to prevent payment of such items, you must place a stop payment.

16. Stop Payment Orders

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check or recurring debit transaction drawn upon your checking account. You may request a stop payment by telephone, by mail, through digital banking, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you provide complete and accurate information, including your account number, the check number or originator of the ACH debit and date, and the exact amount. 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 any other party for payment of the item. For ACH debits, the stop payment order must be received at least three (3) business days before the scheduled date of the transfer. If the Credit Union fails to act on a valid stop payment order and consequently recredits your account, you agree to assist the Credit Union in pursuing repayment or legal action to recover the funds, including, but not limited to, by signing a statement describing the dispute with the payee and transferring all of your rights against the payee or other holders of the check to the Credit Union.

b. Duration of Order. A written stop payment order will be effective for five (5) years. A stop payment order may be renewed. 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 Rate and Fee Schedule. Regardless of any stop payment order, you may remain liable to any person, including the Credit Union, who is a holder of the item. 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 or lawfully authorizing payment of an item, and from claims

of any multiple-party account owner, payee, or endorsee for refusing or lawfully authorizing payment of an item.

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

18. **Credit Union Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (1) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (2) circumstances beyond the Credit Union's control prevent the transaction; (3) your loss is caused by your negligence or the negligence of another financial institution; or (4) 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 nonactions are consistent with applicable state law, Federal Reserve and Consumer Financial Protection Bureau ("CFPB") regulations and operating letters, clearinghouse rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

19. **Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser, or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree

the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties. Additionally, you understand and agree that if you default on a debt to the Credit Union, the Credit Union may provide a notice of default, an accounting, and the opportunity to redeem to any party having an ownership interest in collateral securing the debt.

20. **Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the 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.

21. **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 required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept change of address notices by written instruction and may require other notices from you to the Credit Union be provided in writing. The Credit Union may impose a service fee for bad address accounts, as set forth on the Rate and Fee Schedule. You authorize the Credit Union to update your account records with any notification of change of address issued by the US Postal Service.

    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.

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 US 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 agree to hold the Credit Union harmless from any liability arising as a result of oral instructions from you.

d. **Consent to Communications.** By signing the Account Card that is part of this Agreement, you further expressly authorize, and specifically consent to allowing, SELCO and any of SELCO's agents to contact you in connection with any and all matters relating to any unpaid or past due amounts that you owe SELCO and/or to service your member relationship with SELCO in any way. SELCO and any of its agents may contact you at any mailing address, telephone number, email address, or other electronic address that you have provided, or may in the future provide, to SELCO. For attempts to collect unpaid amounts and/or service your member relationship with SELCO in any way, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, prerecorded or artificial voice messages delivered by an automatic telephone dialing system, preset email messages delivered by an automatic emailing system, or any other preset electronic messages delivered by any other automatic electronic messaging system. SELCO may occasionally have products or services that we think may be of interest to you. If you have granted your express written consent by signing the separate agreement provided by SELCO, SELCO may use automated dialing technology to call you at the phone number(s) provided. Please note that you are not required to provide this consent to make a purchase from SELCO or as a condition of this Agreement. This consent may be revoked at any time.

   Further, 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.

22. **Taxpayer Identification Numbers ("TINs") and Backup Withholding.** All membership applicants are required to provide the Credit Union with a valid and correct TIN. Individuals who cannot provide a valid and correct TIN may not become members. Nonresident aliens must certify their nonresident alien status to the Credit Union and complete an IRS Form W-8BEN. Failure to correctly complete and update your W-8BEN may render your account subject to 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 TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you do not provide a TIN, the Credit Union may suspend the opening of your account, restrict services, or offer a nondividend bearing account until a TIN is provided.

23. **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 and 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 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 are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

c. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts 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 charged 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.

24. **Inactive and Dormant Accounts.** If you have not made a withdrawal, deposit, or transfer on a particular account for more than one (1) year, the Credit Union may classify your account as inactive and charge an inactive account service fee, as allowed by applicable law and set forth on the Rate and Fee Schedule. Dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee, as required by law. Checking accounts will continue to incur the 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. If a deposit or withdrawal has not been made on the account, and the Credit Union has had no other verified contact with you for three (3) years, the account will be presumed to be abandoned, as required by the Uniform Unclaimed Property Act. 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.

25. **Death of Account Owner.** The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until the Credit Union learns of an account owner's death. 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 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. 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.

26. **Termination of Account.** The Credit Union may deny services or terminate your account at any time without notice to you or require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any misrepresentation or other abuse of any of your accounts; (7) you engage in offensive, profane, sexual, or inappropriate conduct involving the Credit Union or its members, or in any conduct interfering with Credit Union operations; (8) the Credit Union determines that the account is being used by or for the benefit of a cannabis-related or money service business; (9) it is deemed necessary to prevent a loss to the Credit Union; or (10) you engage in any activity for which your membership may be terminated. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

27. **Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by this Agreement or applicable law, including: (1) creating an undue risk of loss or causing actual loss to the Credit Union; (2) failing to comply with the bylaws, articles, agreements, or policies of the Credit Union; (3) neglecting to pay your debt to the Credit Union; (4) becoming insolvent or bankrupt; (5) threatening, harassing, or abusing any Credit Union official, employee, or member: or (6) engaging in any unlawful conduct or activity affecting the Credit Union.

Further, the Credit Union may expel any member for any conduct causing or constituting a risk to public health or safety on Credit Union premises.

28. **Special Account Instructions.** You may request that the Credit Union 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. 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 require you to post a bond to indemnify the Credit Union. Account changes, such as adding or closing an account or service, requested by you or any account owner 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.

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

30. **Enforcement.** You agree to be liable to 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 this Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

31. **Arbitration and Class Action Waiver Agreement** RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR SHARE OR DEPOSIT ACCOUNTS.

LOANS, CREDIT SERVICES, LENDING SERVICES, FINANCIAL SERVICES AND RELATED ELECTRONIC FINANCIAL SERVICES (hereinafter "Services") WITH SELCO COMMUNITY CREDIT UNION (hereinafter "SELCO"). THIS AGREEMENT PROVIDES THAT EITHER YOU OR SELCO CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

a. **Agreement to Arbitrate Disputes.** Either you or SELCO may elect, without the other's consent, to require that any dispute between us related to Services be resolved by binding arbitration, except for those disputes specifically excluded below and by law. This Arbitration Agreement 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. This Arbitration Agreement is incorporated into this Membership and Account Agreement and replaces any arbitration provision previously contained in that agreement.

b. **Disputes Covered by Arbitration.** Claims or disputes between you and SELCO arising out of or relating to Services are subject to arbitration except those specifically excluded below or by law. Electronic financial services include digital account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, fiduciary, POA, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek

legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

c. **Disputes Not Covered by Arbitration.** Both you and SELCO have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe SELCO under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items, recovery of collateral, enforcement of liens, breach of contract actions, equitable claims and any unpaid account obligations. This exception applies if the Claim is in that court's jurisdiction and brought on an individual basis and not class action. Also, arbitration will not apply to your Account as long as you are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

d. **No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND SELCO AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and SELCO both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned to another party.

e. **Arbitration Procedures.** The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:

JAMS
www.jamsadr.com
1-800-352-5267 (toll-free)

The arbitration shall take place in the federal district in which you reside, or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures or pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or SELCO may choose to have a hearing, be represented by counsel, and conduct discovery. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

f. Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as state or federal statutory liens; SELCO's right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to enforce equitable remedies; to comply with legal process; or to obtain remedies such as injunctive relief, attachment, execution on judgment, or garnishment by a court having appropriate jurisdiction.

g. RIGHT TO REJECT THIS ARBITRATION AGREEMENT. YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE IF YOU TELL US WITHIN 30 DAYS AFTER YOU OPENED YOUR FIRST ACCOUNT. IF YOU ARE RECEIVING THIS AGREEMENT WITH A NOTICE ISSUED AFTER YOUR FIRST ACCOUNT WAS OPENED, YOU MUST TELL US WITHIN 30 DAYS AFTER WE ISSUED OUR NOTICE AND THIS AGREEMENT. TO OPT OUT, SEND US WRITTEN NOTICE AS FOLLOWS: (I) YOUR WRITTEN NOTICE MUST INCLUDE YOUR

NAME, AS LISTED ON YOUR ACCOUNT, YOUR ACCOUNT NUMBER, AND A STATEMENT THAT YOU REJECT THIS ARBITRATION AGREEMENT, AND (II) YOU MUST SEND YOUR WRITTEN NOTICE TO US AT THE FOLLOWING ADDRESS: SELCO COMMUNITY CREDIT UNION, PO BOX 7487, SPRINGFIELD, OR 97475 ATTN: LEGAL.

h. **Acceptance of Arbitration and Class Action Waiver.** Following receipt of this Binding Arbitration and Class Action Waiver Agreement and expiration of the rejection period, your decision not to reject this Agreement as confirmed by your continued use of your Account, confirms your agreement to be bound by the above terms for all of your Accounts and your Accounts will be bound by this Arbitration and Class Action Waiver Agreement.

32. **Governing Law.** This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be held in Lane County, Oregon.

IV. Funds Availability Policy

1. **General Policy.** Our policy is to make funds from your checking account deposits available to you on the same business day that we receive your deposit. 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 debits you have authorized and items 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 during our regular branch location business hours, we will consider that day the day of your deposit. However, if you make a deposit after the posted closing time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made through the Credit Union night depository will be deemed made on the next business day after the day of deposit if made after 7:30 am. We reserve the right to deposit certain checks to a savings account and apply the hold on the entire amount of the check until the funds become available.

2. **Longer Delays May Apply.** 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 of your deposit will be available on the first business day after the day of your deposit. 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 a notice by the day after we receive your deposit. We may delay your ability to withdraw funds deposited by check into your checking account for an additional number of days if:

    a. We believe a check you deposit will not be paid.

    b. You deposit checks totaling more than $6,725 any one day.

    c. You deposit a check that has been returned unpaid.

    d. You have overdrawn your account repeatedly in the last six months.

    e. There is an emergency, such as failure of communications or computer equipment.

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

3. **Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open:

    Funds from electronic direct deposit to your account will be available on the day we receive the deposit. 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, as well as US Postal Service Money Orders, will be available on the first business day after the day of your deposit if the deposit meets certain conditions (e.g., the checks must be payable to you). The excess over $6,725 will be available on 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. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

4. **Deposits at Automated Teller Machines ("ATMs").** Funds from any deposits (cash or checks) made at ATMs will be credited on the day of deposit, and the first $275 will be available for withdrawal immediately. The remaining deposited funds will be available on the second business day after the day of your deposit if made at ATMs displaying our logo that we own and operate at our branch locations, and up to the fifth business day after the day of your deposit if made at ATMs we do not own or operate. US Treasury checks will be available the next day after the day of your deposit under certain conditions. We may make funds more readily available.

5. **Branch Notice.** The Funds Availability Notice posted in the branch locations supersedes this section.

V. Electronic Funds Transfers ("EFTs")

EFTs are electronically-initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Liv transactions, digital banking, and transactions involving your SELCO Visa® debit card. By signing the Account Card, or signing or using any EFT, you agree to the following terms governing your and our rights and responsibilities concerning EFT services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your EFT services. "Digital Banking," as used herein, refers to our digital banking apps as well as our digital banking website (WAP).

1. **Services**

   a. **SELCO Visa Debit Card.** You may use your card and access code in automated teller machines ("ATMs") of the Credit Union; CO-OP, MAP, or Visa/Plus networks; point-of-sale ("POS") terminals; and other such machines we may designate. At the present time, you may use your card to make the following account transactions:

      - Withdraw cash from your checking and savings accounts.

- Transfer funds between your checking and savings accounts.
- Inquire about checking or savings account balances.
- Deposit to your checking or savings accounts (available only through CO-OP and SELCO-owned machines).
- Make purchases of goods and services at POS terminals of participating merchants. Funds to cover your debit card purchases will be deducted from your associated account(s).
- Purchase goods and services anywhere your card is honored by participating Visa merchants. Funds to cover your debit card purchases will be deducted from your associated account(s).
- Personal line of credit transactions, including cash advances, transfers, payments, and account balance inquiries.

Other transactions may be offered and permitted in the future.

b. Liv (Automated Phone Service). At the present time, you may use Liv to:

- Obtain balance, withdrawal, and dividend information on any savings or checking accounts at the Credit Union.
- Transfer funds between your checking, savings, money market, and loan accounts as allowed, including loan payments.
- Obtain information on transactions on your account and obtain loan interest information.

Other transactions may be offered and permitted in the future.

c. Digital Banking. To use digital banking, you will need a personal computer or mobile device and an internet connection to access your accounts. We may assign or you may select a password. You must use your password along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer, mobile devices, and software. The Credit Union will not be responsible

for any errors or failures involving any telephone, data, or internet service provider; your software installation; your computer; or your mobile devices. If the security of your computer or mobile device is compromised, the Credit Union may restrict your access to digital banking until it obtains adequate assurance that the compromised device has been made secure. Currently, you may use digital banking to:

- Obtain account information related to any of your checking, deposit, and loan accounts, including current balance, available balance, account history, payments, check images, dividends and rates, loan interest, and payoff amount.
- Transfer funds between your SELCO accounts
- Transfer funds between a SELCO account and an external account.
- Transfer funds to another SELCO member.
- Make payments to your loan accounts using your SELCO checking or savings accounts or accounts with other financial institutions.
- Make bill payments using SELCO's Bill Pay system.
- Open a new account or apply for a loan.

Additional services are available in Digital Banking, as well, including:

- Communicate with the Credit Union via secure message.
- Set account alerts and travel notices.
- Send wires.
- Request skip payment on a SELCO loan.
- Request stop payment on a SELCO item.
- Request overdaft protection.
- Request replacement cards, report cards lost or stolen, submit travel notices, manage card controls.
- Order checks.
- View account and credit card statements.

- Update your profile information on record, including address, phone and email addresses.
- Track spending, get spending forecasts, and use financial health “checkups”.
- Track your credit score.
- Use CardSwap to add your SELCO debit or credit card as the primary payment method into merchant and biller sites.
- Aggregate accounts from external accounts to view balances and track spending.

Transactions involving your share and deposit accounts will be subject to your Membership and Account Agreement. Transactions involving a loan account will be subject to your loan agreement.

d. Direct Deposit and ACH. Upon instruction of: (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or recurring federal payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account will be covered by your overdraft protection plan or paid NSF plan if funds are available and a fee may be charged as set forth in the Account Rate and Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Account Rate and Fee Schedule and the item may be returned to the payee.

e. Electronic Check Transaction. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

2. Service Limitations

a. SELCO Visa Debit Card

- **Deposits.** Funds will be credited to your account as of the date of deposit. The balance will be available according to our Funds Availability Policy. Deposits may be made only at machines owned by the CO-OP or SELCO Community Credit Union.

- **Withdrawals.** The number of withdrawals you may make at Credit Union automated teller machines ("ATMs") and nonproprietary ATMs might be limited. You may be charged a fee as set forth on the Rate and Fee Schedule. If you use an ATM not owned by the CO-OP or SELCO Community Credit Union, you may incur a surcharge. For SELCO Visa debit cards, cash withdrawals using an ATM or point-of-sale ("POS") terminal are limited based on service level qualification and the sufficiency of funds in your account. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

- **Debit Card Purchases.** Your SELCO Visa debit card may be used in place of a check at any merchant that displays the blue, white, and gold Visa decal. This card is not a credit card. All transactions originating from this card will be charged to your associated account(s). Most debit card transactions are initiated when you input your personal identification number ("PIN") in the merchant's terminal or keypad. However, in some cases, you may initiate a transaction without using a PIN (as if the card were a credit card). When a transaction is initiated without your PIN, a hold is placed on the funds in your checking account equal to the amount of any preauthorization obtained by the merchant. In most instances, the hold is released at the same time SELCO receives the transaction from the merchant. However, in some instances, longer holds may apply. Generally, the hold is released within three (3) days. When you make purchases with your Visa debit card, it is important that you keep the customer copy of the sales draft. The customer copy will be necessary when you reconcile your monthly checking account statement. Each purchase made with your Visa debit card should be recorded in your check register, just as you would a regular check, and deducted from the available balance.

  The Credit Union reserves the right to refuse any transaction which would draw upon

insufficient available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may limit the amount of any transaction and may refuse to honor any transaction for which you do not have sufficient available verified funds. You may not use your card or account for any unlawful or illegal transaction. The Credit Union may refuse to honor any transaction that it believes may be illegal or unlawful.

- **Transfers.** At available locations, you may transfer between your savings and checking accounts up to the available balance in your accounts at the time of the transfer.

b. Liv (Automated Phone Service). Liv (Automated Phone Service) will be available for your convenience seven (7) days a week, 24 hours a day. If you call during this time, you will hear "System not available, please call back. System will be restored shortly." There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, would exceed a credit limit, would lower an account below a required balance, or does not adhere to the terms and conditions of your account as set forth in other agreements. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

c. Digital Banking. Digital banking is accessible seven (7) days a week, 24 hours a day. These services may be interrupted for a short time each day for data processing.

- **Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. You may transfer or withdraw up to the available balance in your

account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, would lower an account below a required balance, would exceed a credit limit, or does not adhere to the terms and conditions of your account as set forth in other agreements.

- **Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

- **Secure Messaging and Stop Payment Requests.** The Credit Union may not immediately receive secure messages that you send, and the Credit Union will not take actions based on email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in 14 days unless confirmed in writing in accordance with your Membership and Account Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 4 (Member Liability).

- **Bill Payments.** You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (e.g., payments on merchant charge accounts that vary in amount) or automatic and recurring (e.g., fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to such payees as you authorize and for whom the Credit Union has the proper vendor code number. The Credit Union will not process

any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account by 9:00am on the date of the scheduled payment if scheduled on a business day. If scheduled on a non-business day, the Credit Union will withdraw the funds by 9:00am on the first business day after the scheduled date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least 10 days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit timely payment authorization. You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (e.g., payment date or payment amount) for a periodic or automatic payment you have already scheduled for transmission through digital banking, you may electronically edit or cancel your payment through digital banking. Your cancellation request must be entered and transmitted before the date you have scheduled for payment. If your request is not entered in time, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, the Credit Union must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in Section 4 (Member Liability) to

request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

3. **Conditions of Electronic Funds Transfers ("EFTs").** The use of your account and EFT services are subject to the following conditions:

   a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be properly destroyed or returned to us, any person whom we authorize to act as our agent, or any person who is authorized to honor the card immediately and according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.

   b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

   c. **Security of Access Code.** The personal access code or personal identification code issued to or selected by you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union and we have had a reasonable opportunity to act on that revocation. If you, or an individual to whom you disclosed your security code, fail to maintain the security of these access codes, we may terminate your EFT and account privileges immediately without notifying you.

4. **Member Liability.** You are responsible for all transfers you authorize using an electronic funds transfer ("EFT") service under this Agreement. If you permit other persons to use an EFT service or your 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 card, used your access code, or accessed your accounts through an EFT service without your authority. The best way to mitigate your potential losses is to contact us immediately by phone at 541-686-8000 during regular business hours or 800-445-4483 during or after regular business hours. You may also contact us in-person at any branch during regular business hours or by writing to SELCO Community Credit Union, Visa Department, PO Box 7487, Springfield, Oregon, 97475 (we request that you call us as well).

a. **Visa Debit Card Purchases and Automated Teller Transactions.** Contact us immediately if you believe your card or personal identification number ("PIN") has been lost or stolen, or if you believe an EFT has been made without your permission. If you notify us within two (2) business days after you learn of the loss or theft of your card or PIN, you can lose no more than $50 if someone used your card or PIN without your permission. If you fail to notify us within two (2) business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission had you told us in time, you could lose as much as $500. Also, if your statement shows transactions that you did not make, including those made by card, PIN, or other means, contact us immediately. If you do not notify us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a hospital stay) kept you from notifying us, we will extend the time period.

b. **Personal Line of Credit Transactions.** In no event will you be liable for more than $50 for any unauthorized electronic transaction on your personal line of credit.

c. **EFTs Not Involving an Access Device.** If your statement shows EFTs that you did not make, tell us at once. If you do not tell us in writing within 60 days after the statement was mailed to you, you may be liable for the full amount you lost after the 60 days 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 card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, please contact us at the phone number or address provided above.

5. **Additional Limits on Liability for Visa Transactions.** Unless you have been grossly negligent, engaged in fraud, delayed in reporting unauthorized use, or failed to provide information we requested, you will not be liable for any unauthorized transactions using your lost or stolen Visa debit card. This additional limit on liability does not apply to automated teller machine ("ATM") transactions outside the US, ATM transactions not processed by Visa, or transactions using your personal identification number ("PIN") not processed by Visa. Transactions processed by Visa do not require you to use your PIN. Examples of transactions processed by Visa without your PIN include when you sign a receipt, provide your card number (such as during an online or phone transaction), or swipe your card at a terminal.

   The additional limits on your liability do not apply to non-Visa processed transactions. We have enabled non-Visa debit transaction processing, which means you may use your Visa debit card on non-Visa networks. Non-Visa networks for which such transactions are enabled include the CO-OP Shared Branching Network.

   If additional limits do not apply, your liability for unauthorized transactions will be governed by Section 4 (Member Liability).

6. **Business Days.** For purposes of this Part, every day is a business day except Saturdays, Sundays, and federal holidays.

7. **Fees and Charges.** There are certain charges for electronic funds transfer ("EFT") services, as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of changes as required by law.

   Currency Conversion/Foreign Transaction Fee: Purchases and cash advances made in foreign countries will be billed to you in US 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. This 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 a foreign transaction fee of 1% of the transaction amount for any card transaction made in a foreign country.

8. **Right to Receive Documentation of Transfers**

   a. **Periodic Statements.** We will make available a statement showing any purchases, payments, and credits made to your account, as well as transfers and withdrawals transacted through an automated teller machine ("ATM"), Liv, or digital banking. You will receive a monthly statement unless there are no transactions in a particular month. You will receive a statement at least quarterly.

   b. **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

   c. **Terminal Receipt.** You will have the option to receive a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or point-of-sale ("POS") terminal.

   You agree to retain, for statement verification, copies of transaction receipts resulting from all purchases, advances, and other transactions on your account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your account with us.

9. **Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

   a. As necessary to complete transfers.

   b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant.

   c. If the information relates to improper use of your accounts.

   d. To comply with government agencies or court orders.

e. As explained in our Privacy Policy.

f. If you give us written permission.

10. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

a. Through no fault of ours, there are not adequate available funds in your account to complete a transaction or your account is closed.

b. The automated teller machine ("ATM") where you are making the withdrawal does not have enough cash.

c. The terminal was not working properly and you knew about the breakdown when you started the transaction.

d. Through no fault of ours, your card is damaged.

e. You use or try to use your card or personal identification number ("PIN") after your right to use it has been canceled.

f. Your account is frozen because of a delinquent loan or is subject to legal process or other claim.

g. The error was caused by a system beyond the Credit Union's control, such as your internet service.

h. You have not given the Credit Union complete, correct, and current instructions so the Credit Union can make a transfer.

i. The error was caused by a system of any applicable ATM network. The ATM may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

j. We believe the transaction is fraudulent or the card is not in your possession.

k. There are other exceptions as established by the Credit Union.

We will also be excused from such liability if you fail to observe the terms and conditions of this Agreement, or our account agreements with you, related to EFTs.

11. **Termination of Electronic Funds Transfer ("EFT") Services.** You agree that we may terminate this Agreement and your EFT services if:

    a. You, or any authorized user of your account access code, breach this or any other agreement with us.

    b. We have reason to believe there has been an unauthorized use of your card, account, or access code.

    c. You breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union.

    d. Your membership in the Credit Union is terminated for any reason.

    You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of EFT services 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. **Preauthorized Electronic Funds Transfers**

    a. Stop Payment Rights. If you have arranged in advance to make electronic fund transfers out of your account(s) to a third party for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer and provide us with complete and accurate information regarding 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 not receive 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 person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.

c. Stop Payment Fee. For each stop payment you request, a fee will be charged to your account as indicated on SELCO's Savings Rate and Fee Schedule.

13. **Notices.** The Credit Union reserves the right to change the terms and conditions upon which these services are offered. The Credit Union will mail notice to you at least 21 days before the effective date of any change, as required by law. Use of these services is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

14. **Billing Errors.** In case of errors or questions about your electronic transfers, call or write us at the phone numbers or address listed above as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

    a. Tell us your name and account number (if any).

    b. 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.

    c. Tell us the dollar amount of the suspected error.

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

    We will tell you the results of our investigation within 10 business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within 30 days after the first deposit to the account (new accounts), we will tell you the results of our investigation within 20 business days. However, if we need more time, we may take up to 45 calendar days to investigate your complaint or question and 90 calendar days for point-of-sale ("POS") transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. If we decide to do this, we will provisionally credit your account within 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 10 business days, we may not 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. At your 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.

Prior to reimbursement, you may also be asked to provide, in a timely manner, additional documentation and completed forms, including, but not limited to, forms that may require notarized signature(s).

15. Automated Teller Machine ("ATM") Safety Notice. The following is a list of safety precautions regarding the use of ATMs and night deposit facilities:

a. Be aware of your surroundings, particularly at night.

b. Consider having someone accompany you when using an ATM or night deposit facility after dark.

c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.

d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home. If you use a night deposit facility, keep a supply of deposit envelopes at home or the office. Prepare your deposit before going to the night deposit facility, and conceal the deposit envelope in a pocket or purse until you begin your transaction. If you notice anything suspicious at the ATM or night deposit facility, consider going to a different location or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.

e. If you are followed after making a transaction, go to the nearest public area where people are located.

f. Do not write your personal identification number ("PIN") or code on your card.

g. Report all crimes to law enforcement officials immediately.

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COMMUNITY CREDIT UNION

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