



Membership & Account Agreement

EFFECTIVE: April 1, 2024

TABLE OF CONTENTS

General Terms

1. Our Agreement
2. Membership Eligibility
3. Termination of Account
4. Termination of Membership

Account Ownership

5. Individual (Single Party) Accounts
6. Joint (Multiple Party) Accounts
7. Accounts for Minors
8. Formal Trust Accounts
9. Business, Organization and Nonpersonal Accounts
10. Payable on Death (POD) Accounts
11. Other Fiduciary Accounts
12. Agent Designation and Powers of Attorney

Account Access and Transactions

13. Account Access
14. ACH and Wire Transfers
15. Collection of Items
16. Deposits
17. Endorsement
18. Funds Availability Policy
19. Lost Items
20. Drafts, Checks and Other Items
21. Items/Transactions Presented Against Insufficient Funds
22. Overdraft Protection Plans
23. Special Account Instructions
24. Stop Payment Orders
25. Substitute Checks and Your Rights
26. Transaction Limitations

Legal Matters

27. Credit Union Liability for Errors
28. Credit Union Lien and Security Interest – Right to Setoff
29. Death or Incompetence
30. Dormant and Abandoned Accounts
31. Enforcement and Severability
32. Waiver
33. Governing Law
34. Legal Processes
35. Taxpayer Identification Numbers and Backup Withholding

Statements, Notices and Account Information

36. Notices
37. Rates and Fees
38. Statements
39. Research and Reconciliation

Other Services

40. Basic Services
41. Digital Banking
42. Protecting Your Children's Information Privacy

- 43. Consent to Contact
- 44. Binding Arbitration and Class Action Waiver

Contact Us

MEMBERSHIP & ACCOUNT AGREEMENT

GENERAL TERMS

1. Our Agreement

Thank you for joining Unitus Community Credit Union. Please read this Agreement and keep it for your records.

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning membership and account(s) offered to you by Unitus Community Credit Union. Your accounts may be any or all of the following: Prime Share, savings, checking, time deposits, money market or other deposit products as offered by the Credit Union. In this Agreement, the words "you" and "yours" mean anyone who signs our Signature Card or Membership Application. The words "we," "us," "our" and "Credit Union" mean Unitus Community Credit Union. The word "account" means any one or more share or other deposit accounts you may have with the Credit Union. The words "check" and "draft" are interchangeable in this Agreement. The "primary owner" is the member whose name appears first on the Unitus Community Credit Union account, Signature Card or Membership Application. References to "consumer accounts" exclude business or "nonconsumer" accounts. The classification and form of ownership of your accounts are designated on your Signature Card or Membership Application.

When you open an account with us and sign the applicable Signature Card or Membership Application each of you, jointly and severally, confirm that you have received and agree to the terms and conditions in this Agreement, the Electronic Funds Transfer Agreement, and the Truth-In-Savings Disclosure (Rates and Fee Schedule), 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.

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with the Credit Union. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

You warrant and agree that you will not use Unitus Community Credit Union accounts or any services, including but not limited to loans, to make or facilitate any illegal or unlawful transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this Agreement. We may decline to authorize any transaction that we believe may be illegal or unlawful. You agree that Unitus Community Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you and/or your authorized user(s). You further agree to indemnify and hold Unitus Community Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

For Washington residents: you irrevocably agree to waive the right to dispose by will of any of your accounts with the Credit Union, now and in the future.

If you are in breach of this agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

You may obtain additional copies of our Agreement and disclosures by calling the Credit Union or visiting one of our branches. Our Rate Sheets and Fee Schedules are also available on our website – www.unitusccu.com.

All accounts are nonassignable and nontransferable to third parties.

2. Membership Eligibility

To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share ("membership share") as required by the Credit Union's Bylaws. If you do not maintain the par value of your membership share, the Credit Union may impose a service charge. You authorize us to check your credit, employment and account history, obtain reports from third parties, including credit-reporting agencies, and from time to time to verify your eligibility for the accounts and services we may offer.

Prospective members wishing to open Right Choice (renamed Tru Checking effective April 8, 2024) accounts must meet and maintain additional membership qualifications and must enroll in specific services as outlined in the Right Choice (renamed Tru Checking effective April 8, 2024) Program disclosure.

Always a Member

Once you join Unitus Community Credit Union you are a member for life provided you remain a member in good standing and retain your minimum membership share in a Prime Share savings. If you move out of our membership area, you may still use the Credit Union, provided you properly maintain your account.

Voting

The Credit Union is owned and operated by our members. Each member, or the legal representative of the member, may cast one ballot annually to elect our Board of Directors. Joint or secondary owners are not eligible to vote.

3. Termination of Account

We may terminate, or close, your account or any share, at any time without notice to you, or may require you to close your account and apply for a new account if:

- There is a change in owners or authorized signers;
- There has been a forgery or fraud reported or committed involving your account;
- There is a dispute as to the ownership of the funds in the account;
- Any share drafts are lost or stolen;
- There are returned unpaid items not covered by an overdraft protection plan;
- We believe that there has been any misrepresentation or any other abuse of any of your accounts;
- We deem it necessary to prevent a loss to the Credit Union;
- Interference with the Credit Union's ability to conduct its operations;
- You engage, in the opinion of the Senior Management or Board, in any intimidation, threats, harassment, physical or verbal abuse such as obscene, vulgar, or contextually inappropriate language, communications that are racist, sexist, homophobic, profane, sexually explicit, harassing, hazing, intimidating, bullying, or menacing, or violence against Credit Union employees, Directors, Committee members, Members or agents of the Credit Union. This includes actions while on Credit Union premises and through use of telephone, mail and email and/or other forms of communication with the Credit Union; or
- Any other reason we deem necessary or appropriate.

For Right Choice (renamed Tru Checking effective April 8, 2024) accountholders, if at any time during the 12 months following account opening, the Program requirements are not met or any of the following occur, your account may be terminated without further notice to you:

- NSF activity during the first 30 days following account opening;
- We receive a report from ChexSystem or other consumer reporting agency for negative activity 90 days prior to or after account opening;
- There are 12 or more NSFs in the first 12 months after opening;
- You cause a loss to the Credit Union, or the Credit Union determines that you are handling your account negligently and present a potential risk of loss to the Credit Union.

You may terminate any single party account at any time by notifying us by oral direction or in writing. We reserve the right to require the consent of all multiple party account owners for termination of a

multiple party account. For business accounts, we may require the principal signers or officers to authorize the account closure. We are not obligated to pay any draft, withdrawal, or other item once your account is terminated; however, if the Credit Union pays an item after termination, you agree to reimburse us for the payment.

4. 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, without notice, for any reason allowed by applicable law, or provided in Termination of Account, above, including causing a loss to the Credit Union.

ACCOUNT OWNERSHIP

5. Individual (Single Party) Accounts

An individual account is an account owned by one individual member qualified for Credit Union membership. If the account owner dies, the interest passes, subject to applicable law, to the decedent's estate, payable on death (POD) beneficiary, or other entitled claimant subject to our lien, offset rights, and/or security interest, and to other provisions of this Agreement governing our protection for honoring transfer and withdrawal request of an owner or owner's agent prior to notice of an owner's death.

6. Joint (Multiple Party) Accounts

A joint account is an account owned by two or more persons; all joint accounts include right of survivorship. This means that when one owner dies, all funds in the account pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Each 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, transactions, requests for future services, and any other account matter from any account owner. Each owner guarantees the signature of the other owner(s). Any owner may withdraw all funds, place or cancel a stop payment on items, withdraw, transfer or pledge all or any part of the deposits of any account shares (except the membership share) and use any access device issued for the account 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 any item deposited in a joint account or presented for cash is returned unpaid, the account is overdrawn, or final payment on any transaction related to the account is not received by the Credit Union, each account owner is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, unpaid sum, and any related costs, fees or charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to the Credit Union, all funds in the account are subject to the Credit Union's lien, collection and recovery rights, regardless of who contributed to the account. A primary account owner who closed an account, or joint account owner removed from an account, remain liable for transactions that occurred prior to closure of the account or removal of the owner.

The primary account owner may remove a joint account owner from the account without prior approval of any other joint account owner. The Credit Union may require the primary account owner to complete a new Signature Card or Membership Application (without the signature of the former joint account owner).

A joint account owner may not remove a primary account owner from the account but may remove themselves from the account at any time; however, the Credit Union may require the primary account owner to complete a new Signature Card or Membership Application (without the signature of the joint account owner).

Any outstanding drafts or debits of a former joint owner may be paid by the Credit Union. If you do not want these items paid you must notify the Credit Union and place a stop payment order on them.

The Credit Union may require written consent of all owners for any change to, or termination of, the account to be effective. If the Credit Union receives written notice of a dispute between owners, or believes there is a dispute between owners, or receives inconsistent instructions from them, the

Credit Union may suspend or terminate the account, and require a court order or written consent from all owners to act.

7. Accounts for Minors

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner have a joint account owner who is a parent or custodian 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. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire about the use or purpose of any transaction by the minor or joint account owner. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

8. Formal Trust Accounts

A formal trust account is an account owned by a trust and held by one or more trustees for the benefit of beneficiaries pursuant to a written trust agreement. Upon request of the Credit Union, the trustee(s) shall provide the original trust agreement; alternatively, for trusts established in states that provide for certification of trusts, the Credit Union may accept a Certification of Trust as evidence of the trust's existence and the trustee's authority under the trust. The trustee(s) warrants that the trust (or the trustee(s) is 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).

The trustee(s) agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the trustee's authority 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 the Credit Union harmless of any liability, claim, damage or loss arising as the result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the 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.

9. Business, Organization and Nonpersonal Accounts

A business, organization or other nonpersonal entity account is owned by the entity named on the Signature Card or Membership Application. If you are a principal or authorized signer on the account you certify that the statements made on the account Signature Card or Membership Application, or other account documents, are true and complete, and submitted for the purpose of obtaining membership. You also certify that you are duly authorized representatives of the indicated entity and hereby agree to all the terms set forth in this Agreement. The Credit Union reserves the right to require written authorization informing the Credit Union who is authorized to act on behalf of the entity and you agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. You further agree to provide the Credit Union with whatever documentation we require to verify the validity and existence of the entity, including resolutions, operating agreements, partnership agreements, etc. We may require that all such documents be validated by the principal owners of the entity. The Credit Union reserves the right to refuse any document that appears to be incomplete or improperly executed.

The Credit Union may require that checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of such wrongdoing.

10. Payable on Death (POD) Accounts

A payable on death (POD) designation instructs the Credit Union that the account is payable to the owner(s) during their lifetimes, and upon death of the last account owner, payable to any surviving POD beneficiary expressly designated in the account records. POD accounts payable to more than one surviving beneficiary will be paid to each surviving beneficiary in equal shares.

POD beneficiary designations do not apply to Individual Retirement Accounts (IRAs), which are governed by a separate beneficiary designation, or to an account held by or on behalf of a formal trust. The Credit Union has no obligation to notify any beneficiary of the existence of any account or vesting of any beneficiary's interest in any account, except as otherwise provided by law.

11. Other Fiduciary Accounts

If the account is designated to be a conservatorship, guardianship, decedent estate, Social Security Administration Representative Payee, Veterans Administration Legal Custodian or any other fiduciary form of ownership, each person signing the Signature Card or Membership Application represents and agrees that they are fully authorized to act in the fiduciary capacity and have, or will furnish any documents the Credit Union requests to confirm the signer's authority to act in the stated fiduciary capacity.

12. Agent Designation and Powers of Attorney

An agent designation on an account is an instruction to the Credit Union that the owner has authorized another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or Credit Union voting rights. The Credit Union has no duty to inquire about the use or purpose of any transaction made by the agent.

The Credit Union has the right to review and approve any form of Power of Attorney and may restrict any withdrawals or transfers on your accounts. The Credit Union also reserves the right to request a Credit Union Power of Attorney form be completed and signed by all account owners prior to allowing an agent access to the account.

The Credit Union is under no obligation to honor any Power of Attorney.

ACCOUNT ACCESS AND TRANSACTIONS

13. Account Access

Your signature on the Signature Card or Membership Application, or other signatory account document or agreement, authorizes your account access. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number, account access device, account passwords or other security code to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

You may make withdrawals or transfers from your account(s) in any manner which is permitted by the Credit Union, for example, draft, automated teller machine (ATM), in person, by mail, automatic transfer, telephone, or personal computer, as applicable. Please note that transactions made by ATMs, personal computer, and certain other types of electronic funds transfers are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure. 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 draft that is not drawn on the form provided by the Credit Union.

14. ACH and Wire Transfers

You may initiate or receive credits or debits to your account via wire transfer 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 an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. ACH transactions on consumer accounts are governed by the rules of the National Automated Clearing House Association (NACHA).

Final payment of 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 such items or ACH transfers and impose a return item charge on your account. If the Credit Union incurs any collection fee, we may charge such fee to your account. The Credit Union reserves the right to refuse or return any item or funds transfers. 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.

Please note that transactions made by ACH services and other types of electronic funds transfers are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure below.

When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number as the proper identification, even if it identifies a different party or institution. You acknowledge and agree that Federal Reserve Regulation J governs wire transfers, if the transfer is cleared through the Federal Reserve.

15. Collection of Items

In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for the loss in transit of any items, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. Sight drafts, title attached drafts, mineral leases, and items drawn on an institution located outside the United States are generally handled on a collection basis only. Under these circumstances, credit to your account may not be provided until clearance of the item is confirmed. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding items the Credit Union may purchase or receive for credit or collection to your account.

16. Deposits

You agree to the following deposit conditions:

- Funds may be deposited to any account, in any manner approved by the Credit Union in accordance with the requirements and conditions set forth in the current Rate Sheet and Fee Schedule.
- We may accept a check or other item for deposit to your account from anyone; we do not have to question the authority of the person making the deposit.
- You agree not to deposit any substitute check or similar item that you have created, or one which no financial institution has provided. You agree to indemnify and hold harmless the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item.
- Deposits made after the deposit cutoff time and on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union.
- The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them.
- The Credit Union may require you to deposit a particular check or other item into a share or savings account subject to an extended hold, rather than permitting you to deposit the item into a checking account.
- The Credit Union reserves the right for any reason to refuse a deposit or to return all or any part thereof. Items that are not accepted will be withdrawn from your account and returned to you. If there are insufficient or unavailable funds in your account to withdraw the full amount of the item, your account may be overdrawn resulting in a negative balance.

17. Endorsements

You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. For nonpersonal accounts, the owner is the entity and not the signer(s). You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If a check, draft, or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, the Credit Union may process the check, draft or item as though it is payable to either

person. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union may require endorsement as set forth on the item.

Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1½ inch from the top edge (this is the left side of the check as you look at the front). The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or any other markings you or any prior endorser has made on the draft or check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

18. Funds Availability Policy

This policy applies to your checking account with the Credit Union. Deposits to other accounts may be subject to longer holds, in our sole discretion.

Your ability to withdraw funds at the Credit Union may be limited. If a withdrawal of deposited funds is delayed, the deposit earns interest/dividends, on your interest/dividend bearing accounts, from the date of deposit, even though the funds are not available for withdrawal until the institution it was drawn upon has paid the item or the delay expires. If an item is returned unpaid, any interest/dividend accrued or paid may be adjusted.

The Credit Union may require you to deposit a check or other item into your Prime or Savings Share, rather than your Checking Share, subject to an extended hold, to ensure the item is collected before you draw against it. We take this action to help prevent losses not only to the Credit Union, but also to you. Making use of uncollected funds could result in an overdraft on your account and fees if the deposited item is returned unpaid.

General Policy

Our policy is to make funds from your cash and check deposits available to you on the 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 drafts that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 p.m. Monday – Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m. Monday – Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of 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. The first \$225 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Holds on Other Funds

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

Longer Delays May Apply

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We reasonably believe a check you deposit into your account will not be paid.
- You deposit checks into your account totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We reasonably believe there is evidence of check kiting activity or a forgery on an account.
- There is an emergency, such as a failure of communications or computer equipment.

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your checking account is open. Funds from cash, wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. We reserve the right to delay availability of check deposits for seven business days. The first \$5,525 of a day's total deposits of official, certified, teller's, and federal, state, and local government checks will be available on the business day of your deposit if the deposit meets certain conditions, for example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Deposits Returned Unpaid

Deposits which are returned unpaid will not be available for withdrawal until confirmation of payment is received from the institution the item is drawn upon. Furthermore, if we have reasonable cause to believe that any deposited item is uncollectible, the funds for that deposit will be available for withdrawal only after confirmation of payment is received from the institution the item was drawn upon. Funds from the deposit of any item during an emergency condition beyond the control of the Credit Union will be available at our discretion.

Deposits at Automated Teller Machines

The first \$1000 of the total of all deposits (cash or checks) made in a business day at automated teller machines (ATMs) that we own or operate will be made immediately available. The amount over \$1000 will be held for two business days. If you are a Right Choice (renamed Tru Checking effective April 8, 2024) account holder, the first \$225 will be made available immediately and the remainder will be held for two business days. ATMs that we own or operate are identified with our logo.

The first \$1000 of the total of all deposits (cash or checks) made in a business day at automated teller machines (ATMs) that we do not own or operate will be made immediately available. The amount over \$1000 will be held for five business days. If you are a Right Choice (renamed Tru Checking effective April 8, 2024) account holder, the first \$225 will be made available immediately and the remainder will be held for five business days.

Under some circumstances funds may be held for 7 days. For longer holds, refer to Longer Delays May Apply, above.

Deposits made using the Unitus Mobile App

The first \$1000 of the total of all deposits made in a business day using the Unitus mobile app will be made immediately available. Amounts over \$1000 will be held for two business days. If you are a Right Choice (renamed Tru Checking effective April 8, 2024) account holder and have been approved for mobile deposit, the first \$225 of the total of all deposits made in a business day will be made available immediately and the remainder will be held for two business days.

Under some circumstances funds may be held for 7 days. For longer holds, refer to Longer Delays May Apply, above.

19. Lost Items

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

20. Drafts, Checks and Other Items

You agree to the following conditions regarding drafts, checks and other items:

- We may debit your account for a draft or other item drawn on your account either on the day it is presented to us for payment or on the day we receive notice that the item has been deposited for collection at another financial institution.
- The Credit Union may disregard information on any draft or check, other than the signature of the drawer, and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.
- To prevent any fraudulent or unauthorized debits from your account, the Credit Union may take whatever steps we deem prudent to validate a draft you have written or other debit you have authorized. This may involve delaying payment of an item until we have been able to contact you, or determine with reasonable certainty the payment is authorized by you. If we are unable to make that determination, we may return the item unpaid without any liability by us to you.
- You agree to cooperate with Unitus in investigating and pursuing recovery on any unauthorized check we reimburse you for.
- If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to additional terms and conditions in the Electronic Funds Transfer Agreement and Disclosure below. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- If you write a draft on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the draft may re-present the check to us through an electronic instruction (electronic re-presented check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was re-presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to additional terms and conditions in the Electronic Funds Transfer Agreement and Disclosure below. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible under NACHA rules or was unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.
- If you are using a facsimile signature, you must provide the Credit Union with a sample of the signature. The Credit Union is under no obligation to verify the authenticity of any facsimile signatures on drafts or other items. You are responsible for any debit from your account that bears, or appears to bear a facsimile signature.
- If a draft you wrote or authorized is presented for payment before the date of the draft (post-dated) or more than six months after the date of the draft (stale-dated), we may pay the item from your account without liability to the Credit Union.
- If you do not want a post-dated or stale-dated item paid, you must notify the Credit Union immediately, allowing sufficient time for us to act upon the notice. You must accurately describe the draft, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the draft before the date stated or at any time after six months from the draft date and the Credit

Union may charge your account as of the date the Credit Union pays the draft. Refer to Stop Payment Orders in this Agreement.

- The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.
- If on any day, the funds in your share draft account are not sufficient to cover drafts, fees or other items posted to your account, those amounts will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us as described above. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds draft or debit. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or more overdrafts, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a draft or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn 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.
- For checking accounts, you understand that, when paid, your original draft (or any substitute draft) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy or your original draft in order to verify its validity. If you request us to provide you a copy of your draft, you agree that we may provide an image of the draft and not the original item. You also acknowledge that due to check clearing processes and circumstances beyond our control, we may not be able to provide you with a copy of a requested item.

21. Items/Transactions Presented Against Insufficient Funds.

- Checks, debit card transactions, and other transactions on a checking account with us are paid based on your available balance, and not the actual balance. Your actual balance is the total amount of funds in the account (based on credits and debits posted to the account at that time). Your available balance is equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but have not yet posted to the account. If an item or transaction presented for payment against the account exceeds the available balance, we will treat it as presented against insufficient funds even if the actual balance exceeds the amount of the item. You may check your available balance at any time through mobile or online banking, at an ATM, or by calling us during business hours.
- We generally pay checks and other transactions in the order they are presented to us, regardless of when you issued or authorized them, subject to the additional procedures described below. Insufficient funds balances on accounts may result from 1) checks paid, 2) holds on deposited checks, 3) ACH debits such as online bill payment transactions, 4) payments authorized by an owner or other withdrawal requests, 5) items deposited by an owner and returned unpaid by the paying institution, 6) imposition of service charges, and 7) holds placed on funds for administrative or business reasons. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in serial number order. Checks presented for payment at our branch are processed at the time of payment. Debit card transactions are processed when transmitted to us, which may occur immediately or up to several days after you initiate the transaction. You understand that the merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. This may result on the hold for the authorized amount remaining in place for a period after the transaction has been paid. You should be certain that your available balance is sufficient at all times to pay checks or transactions, or they will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our overdraft services if applicable. This paragraph reflects our practices in effect at the time the Agreement was prepared. You agree we may change these

practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or to manage the business of our Credit Union.

- If the available balance of funds in a checking account is not sufficient to pay a check or transaction presented on the account, we may return it for insufficient funds and impose a service charge. You understand we have no duty to notify you if there are insufficient funds to pay checks or other transactions on an account; you are responsible for monitoring the available balance in your account to pay checks and transactions. If we pay a check or transaction that exceeds the available balance in an account, you agree to immediately repay us the amount of the paid check or transaction and any applicable service charge. If we pay a check or transaction that exceeds your available balance, it does not mean we will pay a check or transaction that overdraws an account in the future. If we charge an account you have with us for any obligation you owe, you understand the balance thereafter may be insufficient to pay a check or transaction drawn on the account, and we will rightfully refuse to pay the check or transaction for insufficient funds. If we return a check or transaction for insufficient funds, the payee (or the payee's institution) may re-present it. Each presentment against insufficient funds will result in a separate fee.

22. Overdraft Protection Plans

Overdraft Protection Service

If we have approved an overdraft protection service for you, we will honor drafts or debit items drawn on insufficient funds in any checking account by transferring the necessary funds from a deposit or loan account of yours, if applicable, to your checking account under this Agreement. The fee we may charge for overdraft transfers is set forth on the 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.

Check Protect Program

The Check Protect Program ("Program") is a discretionary, fee-based overdraft protection program provided to Unitus Community Credit Union ("Unitus") checking account holders as an opt-in service (Consumer) in accordance with the terms and conditions disclosed in the *Unitus Check Protect Program – Consumer* and *Check Protect Program – Business* disclosures. This policy is subject to change at any time without prior notice.

The Check Protect service represents a purely discretionary courtesy or privilege that Unitus may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. Should we terminate your Check Protect service, you will be required to opt in to Check Protect should you wish to utilize the service.

23. Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to post a bond or other protection to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. We may in our discretion require you to sign a new Signature Card or Membership Application or other document to evidence any changes you request such as closing an account or service or changing ownership. We 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.

24. Stop Payment Orders

You may ask the Credit Union to stop payment on any paper draft drawn upon your account. You may request a stop payment by telephone, mail 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 state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to

sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the draft to the Credit Union, and to assist the Credit Union in legal action taken against the payee.

You may make an oral order, which will lapse within fourteen (14) calendar days unless confirmed in writing within that time.

A written stop payment order is effective for six (6) months unless you renew the stop payment request in writing. The Credit Union is not obligated to notify you when a stop payment order expires.

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

Please note that your rights to stop payment on electronic funds transfers are limited in that stop payments can only be processed on recurring preauthorized transfers to third parties. The terms and conditions for stopping payment on these transfers are covered in our Electronic Funds Transfer Agreement and Disclosure below.

25. Substitute Checks and Your Rights

To make check processing faster, federal law permits financial institutions to replace original checks with substitute checks. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check. You may use a substitute check as proof of payment just like the original check." Some of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to other check copies or images we provide to you or to original checks or electronic debits to your account. However, you have rights under other laws with respect to those transactions.

Your Rights Regarding Substitute Checks

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF or refund check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are entitled to interest/dividends on the amount of your refund if your account is an interest/dividend bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2500 of your refund (plus, interest/dividends if your account earns interest/dividend) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest/dividends, if applicable) not later than forty-five (45) calendar days after we receive your claim. However, we may reverse the refund (including any interest/dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

Refund Claims

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Credit Union account, please contact us at Unitus Community Credit Union, PO Box 1937, Portland, OR 97207, and 503-227-5571. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss; and
- An explanation of why the substitute checks you received is insufficient to confirm that you suffered a loss.
- A copy of the substitute check or the following check information to help us identify the substitute check, for example, check number, payee, amount and date of check.

26. Transaction Limitations

Withdrawal and Debit Restrictions

The Credit Union may permit a withdrawal only if your account has sufficient available, collected funds to cover the full amount of the withdrawal or you have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge as set forth in the Fee Schedule. If there are sufficient funds to cover some, but not all of your debits, the Credit Union may allow those debits, for which there are sufficient funds to pay in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; where the account secures any obligation to the Credit Union; when any required documentation has not been presented; or when you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except drafts) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

LEGAL MATTERS

27. Credit Union Liability for Errors

If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if:

- Through no fault of the Credit Union, your account does not contain enough money to make the transaction;
- Circumstances beyond the Credit Union's control prevent the transaction;
- Your loss is caused by your negligence or the negligence of another financial institution;
- The money in your account is subject to legal process or other claim; or
- We have reason to believe the transaction may not be authorized by you.

We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. You grant us 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.

If we make an error on your account you agree that we can correct the error when we become aware of it.

28. Credit Union Lien and Security Interests – Right to Setoff

To the extent you owe us money as a borrower, guarantor, endorser, depositor or otherwise, we have 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, unless prohibited by law. If you are a sole proprietor we may charge your personal or business accounts for amounts owed us. If your business is a partnership, we may also charge the personal accounts of each general partner. We may use funds held in joint accounts to repay debts on which any one of you is liable, whether jointly with another or individually. We may charge the debt against your account without regard to the origin of deposits to the account or beneficial ownership of the funds. If funds are withdrawn from your Certificate of Deposit (CD) account, the funds withdrawn are subject to the early withdrawal penalty.

We may apply these funds in any order to pay off your indebtedness. If we choose not to enforce our lien, we do not waive our rights to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree that we may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

29. Death or Incompetence

You agree to notify the Credit Union if any owner or authorized signer on your account dies or is declared incompetent by a court. We may place a hold on your account and refuse to accept deposits or permit withdrawals until we can confirm the identity of the successor. If a deposit, including salary, pension, Social Security and Supplemental Security Income payment, payable to the decedent is credited to the account after the date of death, we may debit the account for the deposit and return it to the payer.

The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. You agree 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. This Agreement will be binding upon any heirs or legal representatives of any account owner. The Credit Union may require that the heir or legal representative or claimant of a deceased member close the deceased member's account within six months of the member's death.

The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union is notified of an account owner or signer's death. Once the Credit Union is notified of an owner or signer's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased member for a reasonable period of time, as determined by the Credit Union, unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items.

For Washington residents: you irrevocably agree to waive the right to dispose by will of any of your accounts with the Credit Union, now and in the future.

30. Dormant and Abandoned Accounts

If you have not made a withdrawal, deposit or transfer involving your account for more than 18 months (Savings and Checking Shares) or 36 months for all other Shares, we may classify your account as inactive and charge a service fee, as specified in the Fee Schedule. We will notify you at your last known address prior to imposing a fee. After this notice has been sent, further periodic statements will be suspended. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. If a deposit withdrawal or payment has not been made on the account, and we have had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

31. Enforcement and Severability

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 us to deduct any such liability, loss, or expenses from your account without prior notice to you. In the event we bring a legal action to enforce the Agreement or collect any amount due under this Agreement, we shall be entitled, subject to applicable law, to payment of our reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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

32. Waiver

Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of Unitus and shall not be considered as a waiver of any future or other obligation or right.

33. Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state in which the Credit Union office where you first opened your account is located. If your first account was not opened in person at an office of the Credit Union, the laws and regulations of the State of Oregon will govern. Your account is also subject to local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in Multnomah County, where the Credit Union is headquartered.

34. Legal Processes

If any legal action is brought against your account, the Credit Union may accept and act upon it without any liability by us to you. According to the type of legal process served upon us, we may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the legal action. "Legal processes" include subpoenas, garnishments, levies, restraining orders, warrants, attachments or other similar orders relating to your account. If the Credit Union incurs any expenses or attorney fees in responding to a 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, and we may charge a legal action processing fee against your account as set forth in the Fee Schedule.

35. Taxpayer Identification Numbers (TIN) and Backup Withholding

If your account is or becomes subject to backup withholding, we are required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest/dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties.

When you open an account with us and sign a Signature Card or Membership Application, you certify that you have provided the correct TIN, taxpayer name and backup withholding status for the taxpayer on the account. If you fail to provide your TIN, we may suspend the opening of your account.

We are required to report annually to you and the IRS, interest/dividend payments credited to your account during the year that total \$10 or more. The report provides the IRS with the dollar amount of the interest/dividends, the taxpayer name and TIN, as well as other information that may be required.

STATEMENTS, NOTICES AND ACCOUNT INFORMATION

36. Notices

Name or Address Changes

It is your responsibility to notify the Credit Union upon a change of address or change of name. We are only required to attempt to communicate with you at the most recent address you have provided to us. We may accept oral notices of a change in address and may require any other notice from you to the Credit Union be provided in writing. If your periodic statements are returned undelivered, we may impose a service fee as set forth in the Fee Schedule.

Notice of Amendments

Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. We will notify you in advance of any changes in account terms, rates, or fees as required by law. However, if we determine that the change is favorable to you, we may not send a notice. In some cases, we may post a notice of change in our branches or on our website. In maintaining your account with us, you indicate your acceptance of any change to this Agreement, or account terms, rates, fees and conditions. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to enforce any right in the future.

Effect of Notice

Any written notice you give to us is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address, posted to our website or posted in a branch. Notice to any one account owner is considered notice to all owners of the account.

37. Rates and Fees

The Credit Union's payment of interest/dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth in the Rate Sheets, Truth in Savings disclosure and Fee Schedule. The Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth in the Rate Sheets and Fee Schedule. A current Rate Sheet and Fee Schedule have been provided to you separately. They are also available on our website: www.unitusccu.com. You agree the Credit Union may change the Rate Sheet and Fee Schedule at any time, and you will be notified of such changes as required by law.

We also may charge fees for services that are not associated with your account, such as wire transfers, official checks, safe deposit boxes, etc. You agree that non-account fees may change at any time without notice to you. You can obtain current information about these fees from any branch, or by calling the Credit Union.

38. Statements

If we provide a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period, as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. As required by law, the Credit Union will send you a year-end statement through the U.S. Postal Service to the then current address on your account, even if you have requested that no mail be sent to you or you have requested electronic statements only.

You are responsible for examining each statement and immediately reporting any irregularities to the Credit Union. Except as provided in the Electronic Funds Transfer Agreement and Disclosure, we will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if:

- You fail to notify us within thirty (30) days of the mailing date of the statement that contained record of the items; or
- Any items that are items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature device.

Additionally, you agree to cooperate with Unitus in investigating and pursuing recovery on any unauthorized check we reimburse you for.

The Credit Union will notify you of the progress of your claim within 10 business days of receiving a completed fraud package and will provide updates until a final decision has been made whether or not to provide reimbursement, provisional or otherwise, or if additional time will be required to investigate the matter, provided that the Credit Union will have no liability for its failure to provide progress updates to you and you shall remain responsible for items in accordance with this section.

You agree that our retention of drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit after the statement and checks are made available to you. If you fail to receive a periodic statement you agree to notify the Credit Union within fourteen (14) days of the time you regularly receive a statement. If we designate your account as inactive, dormant or abandoned, periodic statements for your account will be suspended.

39. Research and Reconciliation

If you request a paper copy of a statement, draft, deposited item or other proof of transaction, you may be charged a research fee. You may also be charged a research fee if you request assistance reconciling your account records. Refer to the Fee Schedule for current pricing.

You may obtain copies of drafts paid against your account, and view account activity and history free of charge through Digital Banking, our online banking service, at unitusccu.com.

OTHER SERVICES

40. Basic Services

Unitus offers all of the services you'd expect from a full-service financial institution. These include savings and checking accounts, money market accounts, certificates of deposit, IRAs and Health Savings Accounts. We also offer ACH services, direct deposit, foreign exchange, wire transfers, automatic transfers and payments, night depository, safe deposit boxes, Visa credit and debit cards,

official checks, Saturday hours, ATMs and drive-up windows. Please note that transactions made by ACH services, direct deposit, debit cards, ATMs and certain other types of electronic transfers and payments are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure below.

41. Digital Banking (Online Access)

With Digital Banking you may access your accounts using a computer and a personal password, 24 hours a day, 7 days a week. You may sign up to use Digital Banking and obtain an initial password by calling our Contact Center or visiting a Unitus branch office. We require parental consent for Digital Banking access for minors under the age of 13.

You may use Digital Banking to check your account balances, transfer funds between your Unitus accounts and those at other financial institutions, obtain images of checks, order checks and place a stop payment. You may also apply for loans, open new shares and manage your certificates of deposit. Using Digital Banking you may switch from paper statements to eStatements, set up account alerts and communicate with Unitus using a secure email service. If you use Digital Banking you may also sign up for Online Bill Payment service. Visit www.unitusccu.com for additional information about these how these services work. Please note that transactions made using Digital Banking are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure below.

42. Protecting Your Children's Information Privacy

The online financial services offered through Unitus Community Credit Union's website are not designed for or directed toward children under the age of 13. We do not knowingly solicit or collect data from children, and we do not knowingly market to children online without express parental consent or notification. If we receive online information from any child we will only use the information to respond directly to a child's request. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents. If you believe your child has provided personally identifiable information to us, please contact us so we can allow you the opportunity to review and delete such information.

43. Consent to Contact

By signing or otherwise authenticating a Membership Application, you agree we and/or our third-party providers, including debt collectors, may contact you by telephone or text message at any telephone number associated with your account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to you, in order to service your account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by any reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided to us.

44. Binding Arbitration and Class Action Waiver

PLEASE REVIEW THIS PROVISION CAREFULLY; IT AFFECTS YOUR LEGAL RIGHTS

RESOLUTION OF DISPUTES BY ARBITRATION: THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR ACCOUNTS AND ALL RELATED SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY 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.

Agreement to Arbitrate Disputes.

Either You or We may elect, without the other's consent, to require that any dispute between us concerning your accounts and the services related to your accounts be resolved by binding arbitration, except for those disputes specifically excluded below.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (the “FAA”).

Disputes Covered by Arbitration.

Claims or disputes between you and us arising out of or relating to your account(s), transactions involving your account(s), safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. 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. Disputes also include claims or disputes relating to the enforceability, validity, scope, or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. All such disputes are referred to in this section as “Claims”.

Claims Not Subject to Arbitration.

The only exceptions to arbitration of claims is that both you and we 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 us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items and any unpaid account obligations, as well as any claims to collect loans upon which you are a borrower. This exception applies if the claim is in that court’s jurisdiction and proceeds on an individual basis.

No Class Action or Joinder of Parties.

YOU ACKNOWLEDGE THAT YOU AND WE 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 mutually agreed to by you and us, 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.

Right to Reject this Resolution of Disputes by Arbitration provision.

You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of the opening of your account or the mailing of this notice, whichever is sooner. To opt out, send us written notice that you reject the Resolution of Disputes by Arbitration provision, including your name as listed on your account and your account number to the following address: Attn: Deposit Administration, PO Box 1937, Portland, OR 97207

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.

The Arbitration Proceeding.

The arbitration must be filed with one of the following neutral arbitration forums: Arbitration Service of Portland (“ASP”) or JAMS. For JAMS, the arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures. If there is a conflict between a particular provision of the ASP or JAMS Rules and this arbitration provision and/or this agreement, this arbitration provision and this agreement will control. If JAMS or the ASP is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Oregon Rules of Evidence and the Oregon Rules of Civil Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Oregon Civil Rule of Procedure to the contrary.

Costs.

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs of the arbitration for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse

filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring Us to do so, or if you ask us in writing and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all costs and expenses from another party if the arbitrator, applying applicable law, so determines.

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 the right of set-off or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Severability, Survival.

These arbitration provisions shall survive (a) termination or changes to your accounts or any related services; (b) the bankruptcy of any party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this Resolution of Disputes by Arbitration provision is deemed invalid or unenforceable, the remainder of this Resolution of Disputes by Arbitration provision shall remain in force. No portion of this Resolution of Disputes by Arbitration provision may be amended, severed, or waived absent a written agreement between You and Us.



PLEASE CONTACT US AT:

Website:

www.unitusccu.com

By email:

mail@unitusccu.com

By phone:

503- 227-5571 Or
Toll Free 1-800-452-0900

By mail:

Unitus Community Credit Union
PO Box 1937
Portland OR 97207