

**Welcome to Oregon State Credit Union.**

This booklet contains disclosures and agreements regarding membership in Oregon State Credit Union and the products and services offered. The information, which explains the rights and obligations we both have, is governed by federal and state regulations. We encourage you to read the information carefully and keep it with your records for future reference.

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**POCKET INSERTS**

1. Account Rate & Fee Schedule
2. Privacy Policy

## **Oregon State Credit Union Business Membership and Account Agreement**

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

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 the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Fund Transfer Agreement, Privacy Policy and the Truth-in-Savings Disclosures (Account 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.

### **I Membership and Accounts**

#### **1. MEMBERSHIP ELIGIBILITY**

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union’s field of membership and must purchase and maintain at least one share with a par value of \$5.00 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, to verify your eligibility for any accounts and services you request or the Credit Union offers from time to time. You agree that the Credit Union and its affiliates may share information about you or your account for marketing and administrative purposes, as allowed by law. You may contact the Credit Union to stop any information sharing at any time. The Credit Union may report information to others about your account history with Oregon State Credit Union, as outlined in this Agreement.

#### **2. ACCOUNTS OF BUSINESSES AND ORGANIZATIONS**

The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. A business organized as a sole proprietor may name a beneficiary(ies) under a Payable on Death (POD) designation. The Credit Union may require that third party 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 any wrongdoing.

#### **3. 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 Account Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your receipt for each account, which is incorporated herein by this reference.

- (a) **Endorsements.** You authorize the Credit Union, in its discretion, to accept transfers, checks, 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 an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may also require said endorsements in form and manner as specified. Endorsements must be placed in the space on the back of the check between the top edge and 1½ 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 markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

- (b) **Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
- (c) **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. 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. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- (d) **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.
- (e) **Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

#### 4. ACCOUNT ACCESS

- (a) **Authorized Signature.** In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any 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 person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

- (b) **Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., personal computer, check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any item 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 item. The Credit Union may return as unpaid any check that is not drawn on the form provided by the Credit Union.
- (c) **ACH & Domestic Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (Automated Clearing House) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Additional terms and conditions for international wire transfers may be provided at the time of the transfer transaction. Wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. ACH transactions are governed by the rules of the National Automated Clearing House Association. The origination of ACH transactions to or from your account must comply with provisions of U.S. Law. You agree that the authorized transfer to/from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.
- (d) **International ACH Transactions.** You understand that in the event an International ACH transaction (“IAT”) Entry is transmitted to or from any of your accounts, the transaction may be identified and designated by the Credit Union’s screening criteria for review and examination under OFAC Rules and Regulations (“OFAC Rules”). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on funds covered by the IAT Entry if the IAT Entry is required to be terminated under OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable law and regulations.
- (e) **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 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.
- (f) **Electronic Check Transactions.**
- (1) **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic fund transfer (“EFI”) subject to the terms of section III. Electronic Fund Transfers Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

- (2) **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (“Electronic Re-presented Check”) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check were presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic fund transfer subject to the terms of Section III. Electronic Fund Transfers Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive 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.

## 5. ACCOUNT RATES AND FEES

The Credit Union’s payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Account Rate and Fee Schedule and each certificate receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Account Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Account Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

## 6. WITHDRAWAL RESTRICTIONS

The Credit Union may choose not to permit a withdrawal if you do not have sufficient available funds in your account to cover the full amount of the withdrawal or an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Account 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. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or 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 of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

## 7. OVERDRAFTS

- (a) **Non-Sufficient Funds (NSF) and Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, withdrawals from an automated teller machine (ATM), and other items posted to your account, those checks, withdrawals, and items will be handled in accordance with our overdraft protection policy or an overdraft protection plan you have with us. The Credit Union uses your “available balance” to determine whether there are sufficient funds in the account to pay items presented for payment. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds for other reasons, and holds

for pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. The Credit Union processes checks and items as follows:

(1) checks presented on the same day are paid with the lowest amount items paid first, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received. 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 item. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Account Rate and Fee Schedule. If an item has been returned unpaid, the holder may present it again, resulting in another fee if the item is presented against insufficient available funds again. 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 an 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.

- (b) **Savings Account and Line of Credit Overdraft Protection Plan.** If you request, we will enroll you for an overdraft protection plan which would transfer funds from your designated savings or line of credit account. If you have enough funds in your savings or line of credit account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings or line of credit account from which you want overdraft transfers to be made. An overdraft transfer fee may apply. You may cancel this overdraft protection plan at any time by notifying us verbally or in writing.
- (c) **Overdraft Program Courtesy Payment Service.** We offer a discretionary overdraft program Courtesy Payment service to cover overdrafts on your checking accounts. The Courtesy Payment service is offered to all eligible business checking account owners, who qualify and remain in good standing with the Credit Union. We offer the Courtesy Payment service as a convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly.

(1) *Discretionary Service.* Under the Courtesy Payment service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We have no obligation to notify you before we pay or return any item.

(2) *Automatic Enrollment.* The Credit Union offers the Courtesy Payment service to eligible business checking account owners who qualify. The Courtesy Payment service is provided to qualified accounts automatically for checks, ACH, online, and Debit/ATM Card transactions. If on any day you do not have sufficient available funds in your account, the following transactions, may be covered under our service: checks, online, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. Items paid against an insufficient available funds balance are referred to as overdrafts. We may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any fees.

(3) *Debit & ATM Card Transactions.* On any day you do not have available funds in your account, to cover your debit card for ATM or one-time debit transactions, which may result in an insufficient or negative balance (“overdrafts”), these overdrafts may be covered. You are still responsible to pay any overdraft and any fees as set forth on the Account Rate and Fee Schedule.

(4) *Overdraft Limit/ Available Balance.* Under the service, the Credit Union may pay overdrafts up to a limit determined by your individual account activity. This limit may change daily. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union’s fees and charges and each paid check or item will be included in this limit. This overdraft limit will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or Point of Sale (POS) facilities, through online services or on your periodic statements.

(5) *Overdraft Fees.* There is a Non-Sufficient Funds (NSF) fee for each overdraft check or item we pay or a Returned Item fee for each time we return a check or item unpaid, as disclosed on the Rate and Fee Schedule. These fees may be amended as set forth in our Rate and Fee Schedule.

(6) *Member Repayment Responsibility.* You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 30 days we may immediately suspend the Courtesy Payment service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

(7) *Credit Union Contact.* For any questions regarding the Courtesy Payment service, contact us electronically by sending us an e-mail message through the online account access service: [memberservices@oregonstatecu.com](mailto:memberservices@oregonstatecu.com) or call the Credit Union at 800-732-0173 or write Oregon State Credit Union, P.O. Box 306, Corvallis, OR 97339-0306.

## 8. POSTDATED AND STALEDATED ITEMS

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

## 9. STOP PAYMENT ORDERS FOR CHECKS AND ACH DEBITS

- (a) **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by 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. For ACH debits, the stop payment order must be received at least three business days before the scheduled date of the transfer. You must state the exact dollar amount, the number of the account and date and number of check. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement

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

- (b) **Duration of Order.** A stop payment order will be effective for six (6) months. A stop payment order for ACH transactions will continue until the ACH entry is returned or until you cancel the stop payment order. A stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.
- (c) **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Account Rate and Fee Schedule. You do not have a right to stop payment on any draft, cashier's check, or any other check, draft, or payment guaranteed by the Credit Union. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney'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.

## 10. 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.

## 11. CREDIT UNION'S LIABILITY FOR ERRORS

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (i) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (ii) circumstances beyond the Credit Union's control prevents the transaction; (iii) your loss is caused by your negligence or the negligence of another financial institution; or (iv) 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 regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

## 12. CREDIT UNION STATUTORY LIEN AND SECURITY INTEREST

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness, without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later date. 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 non-assignable and non-transferable to third parties.

### 13. 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's 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 statutory lien and security interest.

### 14. NOTICES

- (a) **Name or Address Changes.** It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept change of address notices by written instruction from you and may require any other notice from you to the Credit Union be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Account Rate and Fee Schedule.
- (b) **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by written instruction 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. Amendments requested by you, or any account owner, such as adding or closing an account or service, may be made by telephone instruction followed by written authorization.
- (c) **Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.
- (d) **Negative Information Notice.** We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
- (e) **Electronic Signatures.** You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to this Agreement and constitutes your agreement to the terms and conditions of this Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by this Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

### 15. TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDINGS

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

## 16. 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 or any substitute check becomes property of the Credit Union and may not be returned to you, but copies will be retained by the Credit Union and made available upon your request. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. 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 (i) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (ii) any items are items 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 checks does not alter or waive your responsibility to examine your statements and check 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.
- (d) **Electronic Statements.** If your statement is provided electronically, statements will be electronically mailed to you as an attachment, or you will be provided with information directing you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address you provide. It is your responsibility to provide a current and correct electronic mail address to the credit union. You are also responsible to keep us updated on electronic mail address changes. If you have requested electronic statements, you agree that the statement is considered to be delivered to you on the day that it is made available electronically.

## 17. INACTIVE AND ABANDONED ACCOUNTS

If you have not made a withdrawal from, deposit to, or transfer involving your account for more than one (1) year, the Credit Union may classify your account as inactive and may charge a maintenance fee as allowed by applicable law set forth on the Account Rate and Fee Schedule. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Savings accounts will continue to incur the monthly service fee until closed by the member. You authorize us to transfer funds from an available share or access account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account or the Credit Union has had no other contact for the period of years as required by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## **18. TERMINATION OF ACCOUNT**

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (i) there is a change in owners or authorized signers; (ii) there has been a forgery or fraud reported or committed involving your account; (iii) there is a dispute as to the ownership of the funds in the account; (iv) any account checks are lost or stolen; (v) if there are excessive returned unpaid items not covered by an overdraft protection plan, or (vi) if there has been any misrepresentation or any other abuse of any of your accounts, including any transaction we believe may be illegal or unlawful (vii) if there has been any misrepresentation or any other abuse of any of your accounts, (viii) we reasonably deem it necessary to prevent a loss to us, or (ix) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business, or any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account prior to the effective date of any account changes. 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 or other item after termination, you agree to reimburse the Credit Union for payment.

## **19. TERMINATION OF MEMBERSHIP**

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. The Credit Union may terminate your membership based on your failure to satisfy the membership requirements or as permitted under the Credit Union's Bylaws, policies and procedures. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union. If you close your prime member account within one hundred twenty (120) days of opening, you will be charged a closure fee as set forth on the Account Rate and Fee Schedule.

## **20. SPECIAL ACCOUNT INSTRUCTIONS**

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. 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 Power of Attorney on record at the Credit Union. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or imaged copy is valid as an original.

## **21. SEVERABILITY**

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

## **22. ENFORCEMENT**

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

post-judgment collection actions, if applicable.

### **23. 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 the National Automated Clearing House Automation rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## **II Funds Availability Policy Disclosure**

### **1. GENERAL POLICY**

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below.

Our policy is to make funds from your deposits available to you on the same business day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Deposits made at Oregon State Credit Union ATMs will be available on the second business day after the business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Credit Union holidays. If you make a deposit before we close 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 we close or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **2. RESERVATION OF RIGHT TO HOLD**

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit (e.g. large checks without available funds or third party checks), funds may not be available until the second business day after the day of your deposit. However, the first \$125.00 of your deposit will be available on the same business day and another \$100.00 will be available by the next 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 need the funds from a deposit right away, you should ask us when the funds will be available.

### **3. 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.

#### **4. LONGER DELAYS MAY APPLY**

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons: (i) we believe a check you deposit will not be paid; (ii) you deposit checks totaling more than \$5,525.00 on any one day; (iii) you deposit a check that has been returned unpaid; (iv) you have overdrawn your account repeatedly in the last six months; (v) there is an emergency, such as failure of communications or computer equipment. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **5. 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 \$5,525.00 of a day's total deposits of cashiers, certified, teller, travelers, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth 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 \$5,525.00 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.

#### **6. DEPOSITS AT NONPROPRIETARY ATMS**

Funds from deposits made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified by our sign or logo.

### **III**

#### **Electronic Funds Transfers Agreement and Disclosures**

This Business Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered to business members by Oregon State Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the business member on whose behalf any authorized signers have executed or use an electronic fund transfer service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Account Card, signing or using an ATM or debit card, or using an electronic funds transfer service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, electronic check transactions, and ATM card transactions at automated teller machines ("ATMs"), Phone Access Teller ("PAT"), online account access and Mobile Banking transactions, and debit card purchases involving your deposit accounts at the Credit Union.

#### **1. SERVICES**

- (a) **ATM Card.** You may use your ATM Card and Personal Identification Number ("PIN") in automated teller machines of the Credit Union, and such other machines or facilities we may designate from time to time. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Make balance inquiries on your savings and checking accounts

Other transactions may be offered and permitted in the future.

- (b) **Debit Card.** If we approve your application, you may use your debit card to purchase goods and services any place your card is honored by participating merchants. Funds to cover your debit card purchases will be deducted from your checking account. The Credit Union may refuse to authorize a debit card purchase if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. For a debit card purchase that has been authorized, if there are insufficient funds in your account at the time the authorized transaction is processed by the Credit Union, the funds in your overdraft protection plan account or Courtesy Payment service may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account may be subject to a charge as set forth in the Rate and Fee Schedule, and the Credit Union may terminate all services under this Agreement.
- (c) **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 overdraft protection plan or Courtesy Payment service 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 may be returned to the payee.
- (d) **Phone Access Teller (PAT).** If we approve automated telephone access service for your accounts, you must designate a Personal Identification Number (PIN). You must use your PIN along with your account number to access your accounts. At the present time you may use the automated telephone access service to:
- Obtain balance, dividend, loan payments, and due date information on your accounts at the Credit Union.
  - Transfer funds between your savings, checking, money market and loan accounts as allowed, including loan payments.
  - Transfer funds from your savings, checking, money market and loan accounts.
  - Access your line of credit and transfer funds to your checking account.
  - Other transactions as offered and permitted in the future.
- (e) **Online Account Access Service.** Upon approval, you may use your personal computer and the online account access service to access your accounts. You must use your account number along with your PIN to access your accounts. You will need a personal computer and a web browser (such as Mozilla Firefox® or Internet Explorer®). The online address for the online account access service is [www.oregonstatecu.com](http://www.oregonstatecu.com). You are responsible for the installation, maintenance and operation of your computer and modem. The online account access service is available seven (7) days a week, twenty-four (24) hours a day, except during scheduled maintenance periods. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider or your computer. At the present time, you may use the online account access service to:
- Transfer funds between your savings, checking, and money market accounts.
  - Transfer from your savings, checking, and money market accounts to a loan account.
  - Transfer funds from a line of credit account to your savings, checking, or money market account.
  - Review account balance, transaction history, and tax information for any of your deposit

- accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance information.
  - Make bill payments from your checking account using bill pay service.
  - Communicate with the Credit Union using e-mail.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures as applicable.

(f) **Mobile Banking Service.** Mobile Banking Service is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our online bill pay services and make such other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, “Wireless Devices”). Mobile Banking Service also allows you to deposit checks to your account using our Mobile Check Deposit service (which is subject to a separate agreement). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through online account access will be accessible through the Mobile Banking service.

- (1) **Use of Services.** Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software (“Software”) required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- (2) **Access to Accounts.** By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

- (3) **Relationship to Other Agreements.** You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.
- (4) **Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (“electronic check transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 4, Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

## 2. SERVICE LIMITATIONS

### (a) ATM and Debit Cards.

- (1) **Cash Withdrawals.** There is no limit on the number of cash withdrawals you may make per day. You may withdraw up to \$500.00 per day (including debit card cash advances) using your ATM and/or debit card if there are sufficient funds in your account. This \$500.00 limit applies separately to each account. If you overdraw your account, you may be charged an overdraft fee as set forth on the Rate and Fee Schedule. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union’s computer is unavailable and the screen will say “System Unavailable” when the machine is not in service.
- (2) **Transfers.** At an ATM you may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

- (b) **Debit Card/POS Purchases.** There is a limit on the amount of debit card and point-of-sale (POS) transactions you may make each day of \$7,500.00. No purchase may exceed the available funds in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. For security reasons, we reserve the right to block the use of your card in certain countries or geographic areas, modify the daily purchase limit on your card and/or place transaction limitations based on the transaction type. We will have no liability to you or others if any of these events occur.

Some merchants may permit you to initiate debit and bill payment transactions with your card using either the Visa network or another network shown on your card, such as the Star, and CO-OP network. The Credit Union will honor your debit transactions processed by any of these networks. Transactions processed over the Visa network do not require you to use your PIN to validate the transaction. Generally, you will provide your card number (e.g. internet, mail, or telephoned transactions), or use your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section titled “Member Liability,” applicable only to Visa processed transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or use your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by Visa or another network. Provisions applicable only to Visa transactions (such as Visa’s zero liability protections) will not apply to non- Visa debit transactions and the liability rules for other EFTs in the section titled “Member Liability” will apply.

- (c) **Preauthorized Transfers.** There is no limit to the number of ACH withdrawals you may authorize from a checking account.
- (d) **Phone Access Teller (PAT).** Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. 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 which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. 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.

- (e) **Online Account Access Service Limitations.** The following limitations on online account access transactions may apply:
  - (1) **Transfers.** You may make funds transfers to your other accounts as often as you like. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.
  - (2) **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited subject to our Funds Availability Policy.
  - (3) **E-Mail.** You may use the e-mail to send messages to us. If you have elected to receive information regarding account access online, you agree we may send (i) notices of change in terms, and (ii) responses to billing error inquiries you e-mail to us to your e-mail address of record. If you change your e-mail address at any time, you must notify us of your new e-mail address by telephone or an e-mail instruction to our number and address as set forth in Section 4. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4, including billing

error inquiries.

- (4) **Bill Pay Service.** When you apply for bill payment service you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. All payees must be in the United States and its territories. We reserve the right to not allow the designation of a particular merchant or institution.

(i) **Bill Pay Definitions.**

“Bill Pay Service” means the bill payment service offered by the Credit Union.

“Payee” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

“Payment Instruction” is the information provided by you to the Bill Pay Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Deliver by Date).

“Funding Account” is the checking account from which bill payments will be debited and from which all Service fees will be automatically debited.

“Business Day” means every Monday through Friday, excluding Federal Reserve holidays.

“Deliver by Date” is the day you want your Payee to receive your bill payment and is also the day your Funding Account will be debited, unless the Deliver by Date falls on a non-Business Day in which case it will be debited on the previous Business Day.

“Due Date” is the date reflected on your Payee statement for which the payment is due; it is not the late date or grace period.

“Scheduled Payment” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.

- (ii) **Payment Scheduling.** The earliest possible Deliver by Date for each Payee (typically four (4) or fewer Business Days from the current date) will be designated within the Bill Pay Service when you are scheduling the payment. Therefore, you cannot select a Due Date less than the earliest possible Deliver by Date designated for each Payee. When scheduling payments you must select a Deliver by Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver by Date that is at least one (1) Business Day before the actual Due Date. Deliver by Dates must be prior to any late date or grace period.

- (iii) **Service Guarantee.** Due to circumstances beyond our control, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. We will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under “Payment Scheduling” in this Bill Pay Agreement.

- (iv) **Payment Authorization and Payment Remittance.** By providing us with names and account information of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the payment system. In order to process payments more efficiently and effectively, we may reasonably edit or alter payment data or data formats in accordance with Payee directives.

When we receive a Payment Instruction, you authorize us to debit your Funding Account and remit funds on your behalf so that the funds arrive on or by the Deliver by Date designated by you. We will debit your Funding Account on the Deliver by Date, unless the Deliver by Date falls on a non-Business Day in which case it will be debited on the previous Business Day. You also authorize us to credit your Funding Account for payments returned to us by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

We will use our best efforts to make all your payments properly. However, we shall incur no liability and our Service Guarantee shall be void if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Funding Account does not contain sufficient available funds to complete the transaction or the transaction would exceed the limits of an overdraft protection plan or Courtesy Payment service you have with us;
2. The payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. You have not provided us with the correct Funding Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if we cause an incorrect amount of funds to be removed from your Funding Account or cause funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, we shall be responsible for returning the improperly transferred funds to your Funding Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

- (v) **Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a direct check payment (funds remitted to the Payee are deducted from your Funding Account when the direct check payment is presented to your account for payment).

- (vi) **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) before it is processed by following the directions within the Bill Pay Service. There is no charge for canceling or editing a Scheduled Payment. Once we have begun processing a payment it cannot be cancelled or edited. If the payment was made by check you may submit a stop payment request.

- (vii) **Stop Payment Requests.** Our ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you wish to stop any payment that has already been processed, you must contact the Credit Union at the telephone number or e-mail address set forth in Section 4. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require that you submit your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such Bill Pay Service as set out in the Credit Union's Rate and Fee Schedule.
- (viii) **Exception Payments.** Tax payments and court ordered payments may be scheduled through the Bill Pay Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall we be liable for any claims for damages resulting from your scheduling of these types of payments. Our Service Guarantee will not apply to these exception payments when these types of payments are scheduled and/or processed by us. We have no obligation to research or resolve any claim resulting from an exception payment, unless an error is caused by our actions and all research and resolution for any misapplied, misposted or misdirected payments will be the sole responsibility of you and not of the Credit Union.
- (ix) **Bill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service electronic bill options, you also agree to the following:
1. *Information provided to the Payee* – We are unable to update or change your personal information such as, but not limited to, name, address, and phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by you by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Payee, provide to the Payee your e-mail address, Bill Pay Service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about Bill Pay Service and/or bill information.
  2. *Activation* – Upon activation of the electronic bill feature we may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.
  3. *Authorization to obtain bill data* – Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

4. *Notification* – We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

5. *Cancellation of electronic bill notification* – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. We will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation. If your Funding Account is closed for any reason, we will immediately terminate your access to and use of the Bill Pay Service.

6. *Non-delivery of electronic bill(s)* – You agree you are fully responsible if a Payee fails to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

(f) **Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

- (1) **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- (2) **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only on the Mobile Banking service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.
- (3) **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe on any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile

Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or  
(j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

- (4) **No Commercial Use or Resale.** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.
- (5) **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- (6) **User Security.** You agree not to give or make available your Mobile Banking Personal Identification Number (the “PIN”) or other means to access your account to any unauthorized individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling 800-732-0173.
- (7) **Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- (8) **Changes or Cancellation.** You may cancel your participation in Mobile Banking by calling us at 800-732-0173. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you or any third party for any discontinuance of Mobile Banking.
- (9) **Third Party Beneficiary.** You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this subsection f., and such service providers are, for the purposes of this subsection f., third party beneficiaries with the power to enforce those provisions against you, as applicable

### 3. CONDITIONS OF ACCOUNT/CARD USE

The use of your Account, ATM or debit cards and EFT service are subject to the following conditions:

- (a) **Ownership of Cards.** Any Card or other device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately 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 a 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) **Illegal Use or Internet Gambling.** You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of an electronic funds transfer including a debit card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or debit card.
- (d) **Security of PIN.** Any personal identification number (PIN) that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your PIN, you understand that person may use the online account access or Mobile Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN and you agree that the use of your PIN will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your PIN in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN is changed. If you fail to maintain or change the security of your PIN and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- (a) **Suspension of EFT Access or Service.** 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.

### 4. MEMBER LIABILITY

You are responsible for all transfers you authorize using the EFT services under this Agreement. If you permit other persons to use an EFT service, Card, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the transaction authority you have provided are considered authorized transaction for

which you remain fully responsible.

You are responsible for safeguarding your personal and financial data, passwords and other information to prevent unauthorized access to or use of your accounts or services. The Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data. Tell us at once if you believe anyone has used your Account, ATM or debit card or PIN and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

If you believe your ATM or debit card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission,

call: 800-732-0173 24 hours a day,

or contact us electronically by sending us an e-mail message through the online account access service: [memberservices@oregonstatecu.com](mailto:memberservices@oregonstatecu.com),

or write:

Oregon State Credit Union  
PO Box 306  
Corvallis, OR 97339-0306.

## 5. BUSINESS DAYS

Our business days are Monday through Friday. Holidays are not included.

## 6. FEES AND CHARGES

Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule. You agree the following fees and charges may apply:

- (a) **EFT Fees.** There are no Credit Union charges for electronic funds transfer services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. There are no service charges for use of the Mobile Banking service at this time. However, you agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking service and by using such added or enhanced features, you agree to pay any applicable fees.
- (b) **ATM Surcharges.** You should be aware of transaction surcharges that may be assessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.
- (c) **Foreign Transaction Fees.** Foreign transactions will be billed to you in U.S. dollars. The conversion rate will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable transaction or the rate mandated by a government or governing body for the applicable transaction. The rate may vary from the rate that Visa itself receives. Foreign transactions are subject to a fee, which is 1% of the amount of the transaction. A foreign transaction is any transaction with a merchant that is located outside the U.S., even if you initiate the transaction from within the U.S.

- (d) **Overdraft Fees.** If you conduct an ATM, debit card transaction or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth on the Account Rate and Fee Schedule.

## 7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- (a) **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, ACH, PAT or online account access or Mobile Banking service or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.
- (b) **Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa merchant, except some electronic terminals will not provide receipts for transactions of \$15.00 or less.
- (c) **PAT, Mobile Banking and Online Account Access Service.** Transaction history is also available through the PAT, Mobile Banking and Online account access services.
- (d) **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

## 8. ACCOUNT INFORMATION DISCLOSURE

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.oregonstatecu.com](http://www.oregonstatecu.com). However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- (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 merchant;
- (c) To comply with government agency or court orders;
- (d) If you give us your express permission.

## 9. 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. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable for instance:

- (a) If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.
- (b) If you used the wrong PIN or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- (c) If the Card has expired or is damaged and cannot be used.

- (d) If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- (e) If your computer or mobile device fails or malfunctions or the PAT, Mobile Banking or online account access services were not properly working and such problem should have been apparent when you attempted such transaction.
- (f) If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- (g) If the funds in your account are subject to an administrative hold, legal process or other claim.
- (h) If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- (i) If there are other exceptions as established by the Credit Union.
- (j) The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- (k) If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- (l) If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

## 10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS

- (a) **Cancellation Rights.** If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing at the number or address disclosed in Section 4. If you order us to cancel one of these payments and we are unable to do so, we will not be liable for your losses or damages resulting from such payments.
- (b) **Stop Payment Rights.** You may ask the Credit Union to stop payment on an ACH transaction that is debited from your checking or savings account or a recurring debit transaction from your checking account. You may request a stop payment by telephone, mail, or in person. If you have preauthorized a third party in advance to make regular fund transfers to/from your account, you must revoke the transfer in the manner specified in your original authorization with the third party. 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 exact dollar amount, the number of the account, date and name of the third party. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying the item 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 item to the Credit Union, and to assist the Credit Union in legal action taken against the third party.

- (c) **Duration of Order.** You may request us to place an oral stop payment order. However, we reserve the right to require your stop payment order be stated in writing. A stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order.
- (d) **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth on the Account Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney'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.

## 11. TERMINATION OF EFT SERVICES

You agree that we may terminate this Agreement and your use of your EFT services without notice, if you or any authorized user of your access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your access code or Card; or you or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. We reserve the right to terminate any EFT service for any reason.

## 12. AMENDMENT AND NOTICES

The Credit Union reserves the right to change the terms and conditions upon which this service is offered at any time. The Credit Union will provide you with notice of such changes as required by law.

## 13. ENFORCEMENT

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Oregon 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

## 14. ARBITRATION AND WAIVER OF CLASS ACTION

- (a) **Arbitration Agreement.** You and the Credit Union agree that any controversy, dispute, or disagreement arising out of, affecting, or relating to this Membership and Account Agreement, your accounts, or the products or services the Credit Union has provided, will provide, or has offered to provide to you, and/or any aspect of your relationship with the Credit Union (the "Claims") that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), shall, at the election of either you or the Credit Union, be resolved by binding arbitration, even if the Claims arise out of, affect, or relate to conduct that occurred prior to the Effective Date.

You and the Credit Union agree that binding arbitration shall be administered by either the Arbitration Services of Portland (“ASP”), or Judicial Arbitration and Mediation Services, Inc. (“JAMS”) in accordance with the applicable rules and procedures for the organization selected to conduct arbitration related to consumer disputes (the “Rules”). A copy of the ASP Rules may be found at: <https://www.arbserve.com>. A copy of the JAMS Rules may be found at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>.

You or the Credit Union may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. The party electing arbitration may choose whether arbitration shall be administered by either ASP or JAMS. If the selected arbitration organization is unavailable to resolve the Claims, the other arbitration organization will be used for the resolution of the Claims.

AS A RESULT, IF EITHER YOU OR THE CREDIT UNION ELECTS TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS FOR ANY CLAIMS.

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue.

- (b) **Exclusions.** This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to the following Claims: (1) Claims that are initiated in or transferred to small claims court, so long as they remain in small claims court; (2) Claims related to residential real property including any liens, loans, mortgages, or encumbrances thereon; (3) Covered Loans made to Covered Borrowers, as prohibited under the Military Lending Act, 10 US § 987(e)(3); or, (4) Claims in bankruptcy proceedings.
- (c) **Selection of Arbitrator.** The Claims shall be resolved by a single Arbitrator. The Arbitrator shall be selected in accordance with the chosen organization’s Rules, and must have experience in the types of financial transactions at issue in the Claims.
- (d) **Effective Date/ Right to Opt Out.** This Arbitration Agreement is effective upon the 31st day after we provide it to you (“Effective Date”). You have the right to opt-out of this Arbitration Agreement and it will not affect any other terms and conditions of your Membership and Account Agreement or your relationship with us. To opt-out, you must notify us in writing of your intent to do so, which must be received by the credit union within 30 days after the Arbitration Agreement was provided to you. Your notice of intent to opt-out must be mailed to the Credit Union at Oregon State Credit Union; Attn. Risk Management; PO Box 306, 4800 SW Research Way; Corvallis, OR 97339-0206. Your letter must include your full name, be signed by you, include your membership number, and state, “I elect to opt-out of the Arbitration Agreement” or any words to that effect. If you request to opt-out of the Arbitration Agreement, we will provide a confirmation communication back to you within 30-days of receipt of your written notice. Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless a notice of intent to opt-out is received by the Credit Union in the manner and timeframe detailed in this paragraph.

- (e) **Arbitration Proceedings.** Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of injunctive relief that could be awarded by a court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules of the chosen organization. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the Arbitrator's award is not subject to review by the court, and it cannot be appealed. If all parties agree, the arbitration shall be conducted remotely. If either party does not agree to conduct the arbitration remotely, the arbitration shall commence in the county where the member resides at the time the arbitration is commenced. Nothing contained in this Arbitration Agreement shall prevent either you or the Credit Union from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, or an attachment.

Fees and costs shall be paid for in accordance with the chosen organization's Rules. Where those Rules are silent as to who is required to pay the applicable fee or costs, the Credit Union shall pay for any filing, administration, and Arbitrator fees.

The prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees and costs (including fees on any appeal and any post-judgment collection actions), for Claims related to the enforcement of any provision of the Agreement, Claims to collect overdrawn funds on account accessed under the Agreement, and Claims related to the enforcement of any other rights and duties between you and the Credit Union where attorney's fees and costs are contractually or statutorily provided to the prevailing party.

- (f) **Validity.** Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the Arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, that the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

- (g) **Class Action Waiver.**

ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

- (h) **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable