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# MEMBERSHIP AND ACCOUNT AGREEMENT

## General Terms

### **1. Our Agreement**

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

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

When you open an account with us and sign the applicable Signature Card or Membership Application each of you, jointly and severally, confirm that you have received and agree to the terms and conditions in this Agreement, the Electronic Funds Transfer Agreement, and the Truth-In-Savings Disclosure (Rates and Fee Schedule), any account receipt, the Credit Union's Bylaws and Policies, and any amendments which collectively govern your Membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

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

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

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

All accounts are nonassignable and nontransferable to third parties.

### **2. Membership Eligibility**

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

Prospective members wishing to open Right Choice accounts must meet and maintain additional membership qualifications and must enroll in specific services as outlined in the Right Choice Program disclosure.

Always a Member

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

#### Voting

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

### **3. Termination of Account**

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

- There is a change in owners or authorized signers;
- There has been a forgery or fraud reported or committed involving your account;
- There is a dispute as to the ownership of the funds in the account;
- Any share drafts are lost or stolen;
- There are returned unpaid items not covered by an overdraft protection plan;
- We believe that there has been any misrepresentation or any other abuse of any of your accounts;
- We deem it necessary to prevent a loss to the Credit Union; or
- Any other reason we deem necessary or appropriate.

For Right Choice accountholders, if at any time during the 12 months following account opening, the Program requirements are not met or any of the following occur, your account may be terminated without further notice to you:

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

You may terminate any single party account at any time by notifying us by oral direction or in writing. We reserve the right to require the consent of all multiple party account owners for termination of a multiple party account. For business accounts, we may require the principal signers or officers to authorize the account closure. We are not obligated to pay any draft, withdrawal, or other item once your account is terminated; however, if the Credit Union pays an item after termination, you agree to reimburse us for the payment.

### **4. Termination of Membership**

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership, without notice, for any reason allowed by applicable law, or provided in Termination of Account, above, including causing a loss to the Credit Union.

## **Account Ownership**

### **5. Individual (Single Party) Accounts**

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

### **6. Joint (Multiple Party) Accounts**

A joint account is an account owned by two or more persons; all joint accounts include right of survivorship. This means that when one owner dies, all funds in the account pass to the surviving owner(s). A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased

owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Each joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, transactions, requests for future services, and any other account matter from any account owner. Each owner guarantees the signature of the other owner(s). Any owner may withdraw all funds, place or cancel a stop payment on items, withdraw, transfer or pledge all or any part of the deposits of any account shares (except the membership share) and use any access device issued for the account without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s).

If any item deposited in a joint account or presented for cash is returned unpaid, the account is overdrawn, or final payment on any transaction related to the account is not received by the Credit Union, each account owner is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, unpaid sum, and any related costs, fees or charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to the Credit Union, all funds in the account are subject to the Credit Union's lien, collection and recovery rights, regardless of who contributed to the account. A primary account owner who closed an account, or joint account owner removed from an account, remain liable for transactions that occurred prior to closure of the account or removal of the owner.

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

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

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

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

## **7. Accounts for Minors**

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

## **8. Formal Trust Accounts**

A formal trust account is an account owned by a trust and held by one or more trustees for the benefit of beneficiaries pursuant to a written trust agreement. Upon request of the Credit Union, the trustee(s) shall provide the original trust agreement; alternatively, for trusts established in states that provide for certification of trusts, the Credit Union may accept a Certification of Trust as evidence of the trust's existence and the trustee's authority under the trust. The trustee(s) warrants that the trust (or the trustee(s) is eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s).

The trustee(s) agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the trustee's authority is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as the result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

#### **9. Business, Organization and Nonpersonal Accounts**

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

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

#### **10. Payable on Death (POD) Accounts**

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

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

#### **11. Other Fiduciary Accounts**

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

#### **12. Agent Designation and Powers of Attorney**

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

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

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

## **Account Access and Transactions**

### **13. Account Access**

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

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

### **14. ACH and Wire Transfers**

You may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for an ACH transfer, we may reverse the provisional credit to your account or you will refund the amount to the Credit Union. ACH transactions on consumer accounts are governed by the rules of the National Automated Clearing House Association (NACHA).

Final payment of all items or Automated Clearing House (ACH) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. If the Credit Union incurs any collection fee, we may charge such fee to your account. The Credit Union reserves the right to refuse or return any item or funds transfers. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

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

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

### **15. Collection of Items**

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

nonpayment, dishonor, or protest regarding items the Credit Union may purchase or receive for credit or collection to your account.

## **16. Deposits**

You agree to the following deposit conditions:

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

## **17. Endorsements**

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

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

## **18. Funds Availability Policy**

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

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

The Credit Union may require you to deposit a particular check or other item into a share or savings account subject to an extended hold, rather than permitting you to deposit the item into a checking account.

General Policy

Our policy is to make funds from your cash and check deposits available to you on the business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay drafts that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 p.m. Monday – Thursday, or 6:00 p.m. Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m. Monday – Thursday or 6:00 p.m. Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

#### Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposits, however, may be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

#### Holds on Other Funds

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

#### Longer Delays May Apply

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

- We reasonably believe a check you deposit into your account will not be paid.
- You deposit checks into your account totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We reasonably believe there is evidence of check kiting activity or a forgery on an account.
- There is an emergency, such as a failure of communications or computer equipment.

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

#### Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your checking account is open. Funds from cash, wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. We reserve the right to delay availability of check deposits for seven business days. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the business day of your deposit if the deposit meets certain conditions, for example, the checks must be payable to you. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

#### Deposits Returned Unpaid

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

#### Deposits at Automated Teller Machines

Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. ATMs that we own or operate are identified with our logo. However, the first \$1,000 of your deposit will be made available immediately unless it is deposited into a new checking account. For Right Choice account holders, the first \$100 of your deposit will be made available immediately unless it is deposited into a new checking account.

### **19. Lost Items**

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

### **20. Overdraft Protection Plans**

#### Overdraft Protection Service

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

#### Check Protect Program

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

#### *Alternative Overdraft Protection Arrangements (Preferred)*

The Program is not meant to serve as the sole overdraft protection on your checking account and is not meant to encourage you to overdraw your account. We encourage you to establish a separate, less expensive overdraft protection arrangement, such as transfers from a Unitus savings account or line of credit. However, if funds are not available to pay items under an alternative overdraft protection arrangement, items presented for payment will be handled in accordance with this Program disclosure.

#### *Eligibility*

Most personal and business checking accounts are eligible for the Program provided you have opted into the Program and your account is maintained in good standing as follows:

- ✓ You have not caused Unitus a monetary loss;
- ✓ You have no currently delinquent loans with Unitus;
- ✓ You do not have an open Advance or Trust Funding Loan with Unitus;
- ✓ You have not exceeded any periodic limit Unitus chooses to impose on Program usage;
- ✓ Your account is not subject to levy, garnishment, or other legal process; and
- ✓ You bring your account to a positive balance at least once every 30 days.

Account holders under the age of 18 years of age and Right Choice checking account holders are not eligible for the Program. We may also impose additional eligibility requirements at any time, and we may terminate or modify the Program at any time at our sole discretion, even if you continue to satisfy the minimum eligibility requirements set forth above. We will notify you at the time we terminate or modify this service.

### *How the Program Works*

Check Protect offers you two levels of protection: Full Coverage and Limited Coverage. You may opt-in to either plan, or choose not to participate, depending on your personal needs.

Under the Full Coverage plan, Check Protect covers overdrafts caused by:

- Checks (drafts)
- ACH withdrawals
- All debit card transactions

Under the Limited Coverage plan, Check Protect covers overdrafts caused by:

- Checks (drafts)
- ACH withdrawals
- Recurring (preauthorized) debit card transactions

Overdrafts caused by single debit card transactions are not covered under the limited coverage plan, for example, purchases made with your debit card for groceries, gas, etc.. If no other overdraft protection service is in place, single debit card transactions will be declined if the checking balance is insufficient.

Items that would overdraw your account will be paid up to a pre-determined maximum overdraft limit, as established by Unitus. A fee, as set forth in the Fee Schedule, will be imposed for overdrafts created by items specific to your Program choice (Full or Limited coverage) Fees and charges are included in the Program limits. Each member and joint owner will be liable for payment of any overdraft, regardless of who created the overdraft.

Unless you are notified of a different limit, items that would overdraw your account will be paid to a maximum overdraft amount of \$100 for the first 30 days after your account is opened and \$300 thereafter.

Payment of any item that would create an overdraft is always within the Unitus' discretion, and we reserve the right to return any item without paying it at any time. We reserve the right to pay any checks or items in the order they are presented or received or in any other order in accordance with our normal operating procedures for such items or transactions. All accounts are subject to the terms of Unitus' Membership & Account Agreement.

### *Opting Out of Check Protect*

If at any time you no longer want to participate in the Program, or wish to change your Program plan, including Overdraft Protection Services, you can do so at no charge. However, you will remain responsible for any overdrawn balances at the time of opt out or cancellation. In the event you would like to have this service removed from your account, or changed to another Program plan, please contact us at (503) 227-5571 or 1-800-452-0900. You may also visit any of our branch offices, or notify us in writing by mailing your signed request to: Unitus Community Credit Union, PO Box 1937, Portland, Oregon 97207.

Check Protect does not constitute an actual or implied agreement between you and Unitus, or an actual or implied obligation of Unitus. This service represents a purely discretionary courtesy or privilege that Unitus may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. Should we terminate your Check Protect service, you will be required to opt in to Check Protect should you wish to utilize the service.

## **21. Drafts, Checks and Other Items**

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

- We may debit your account for a draft or other item drawn on your account either on the day it is presented to us for payment or on the day we receive notice that the item has been deposited for collection at another financial institution.
- The Credit Union may disregard information on any draft or check, other than the signature of the drawer, and amount of the item and any magnetic encoded information. You agree the Credit

Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

- To prevent any fraudulent or unauthorized debits from your account, the Credit Union may take whatever steps we deem prudent to validate a draft you have written or other debit you have authorized. This may involve delaying payment of an item until we have been able to contact you, or determine with reasonable certainty the payment is authorized by you. If we are unable to make that determination, we reserve the right to return the item unpaid without any liability by us to you.
- If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to additional terms and conditions in the Electronic Funds Transfer Agreement and Disclosure below. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- If you write a draft on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the draft may re-present the check to us through an electronic instruction (electronic re-presented check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to additional terms and conditions in the Electronic Funds Transfer Agreement and Disclosure below. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible under NACHA rules or was unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.
- If you are using a facsimile signature, you must provide the Credit Union with a sample of the signature. The Credit Union is under no obligation to verify the authenticity of any facsimile signatures on drafts or other items. You are responsible for any debit from your account that bears, or appears to bear a facsimile signature.
- If a draft you wrote or authorized is presented for payment before the date of the draft (post-dated) or more than six months after the date of the draft (stale-dated), we may pay the item from your account without liability to the Credit Union.
- If you do not want a post-dated or stale-dated item paid, you must notify the Credit Union immediately, allowing sufficient time for us to act upon the notice. You must accurately describe the draft, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the draft before the date stated or at any time after six months from the draft date and the Credit Union may charge your account as of the date the Credit Union pays the draft. Refer to Stop Payment Orders in this Agreement.
- The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

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

## **22. Special Account Instructions**

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to post a bond or other protection to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. We may in our discretion require you to sign a new Signature Card or Membership Application or other document to evidence any changes you request such as closing an account or service or changing ownership. We will not recognize the authority of someone to whom you have given Power of Attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

## **23. Stop Payment Orders**

You may ask the Credit Union to stop payment on any paper draft drawn upon your account. You may request a stop payment by telephone, mail or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the draft. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the draft. If we recredit your account after paying a draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the draft to the Credit Union, and to assist the Credit Union in legal action taken against the payee.

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

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

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

the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

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

## **24. Substitute Checks and Your Rights**

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

### Your Rights Regarding Substitute Checks

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

### Refund Claims

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

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

## **25. Transaction Limitations**

### Withdrawal and Debit Restrictions

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

all of your debits, the Credit Union may allow those debits, for which there are sufficient funds to pay in any order at the Credit Union's discretion.

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

#### Transfer Limitations

For share savings and money market accounts, if applicable, you may make up to six (6) preauthorized, automatic (using uOnline), telephonic (including telephone and fax), or audio response (using Telephone Express Teller) transfers to another account of yours or to a third party during any statement period. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, for example, by check, including orders received through the Automated Clearing House (ACH). There is no limit on the number of transactions you may make in the following manner:

- Transfers to any loan account with the Credit Union;
- Transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM;
- Disbursements to other accounts owned by yourself or family members, that are triggered by an ACH deposit to your account.

If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account may be converted to a checking account. We will notify you before we convert your account with information about the new account product. If you frequently exceed the transaction limits, your account may be subject to suspension or closure by the Credit Union and the Credit Union may impose a charge.

### **Legal Matters**

#### **26. Credit Union Liability for Errors**

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

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

We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

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

#### **27. Credit Union Lien and Security Interest – Right to Setoff**

To the extent you owe us money as a borrower, guarantor, endorser, depositor or otherwise, we have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit

Union, regardless of the source of the funds, unless prohibited by law. If you are a sole proprietor or single-member LLC, we may charge your personal or business accounts for amounts owed us. If your business is a partnership, we may also charge the personal accounts of each general partner. We may use funds held in joint accounts to repay debts on which any one of you is liable, whether jointly with another or individually. We may charge the debt against your account without regard to the origin of deposits to the account or beneficial ownership of the funds. If funds are withdrawn from your Certificate of Deposit (CD) account, the funds withdrawn are subject to the early withdrawal penalty.

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

#### **28. Death or Incompetence**

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

The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. You agree the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any account owner. The Credit Union may require that the heir or legal representative or claimant of a deceased member close the deceased member's account within six months of the member's death.

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

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

#### **29. Dormant and Abandoned Accounts**

If you have not made a withdrawal, deposit or transfer involving your account for more than one (1) year, and mail sent to your address of record is returned undelivered by the US Postal Service or other delivery agent during that period, we may classify your account as a dormant account and charge a service fee, as specified in the Fee Schedule. We will notify you at your last known address prior to imposing a dormancy fee. After this notice has been sent, further periodic statements will be suspended. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. If a deposit or withdrawal has not been made on the account and we have had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

#### **30. Enforcement and Severability**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expenses from your account without prior notice to you. In the event we bring a legal action to enforce the Agreement or collect any amount due under this Agreement, we shall be entitled, subject to applicable law, to payment of our reasonable

attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

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

### **31. Waiver**

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

### **32. Governing Law**

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

### **33. Legal Processes**

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

### **34. Taxpayer Identification Numbers (TIN) and Backup Withholding**

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

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

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

## **Statements, Notices and Account Information**

### **35. Notices**

#### Name or Address Changes

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

#### Notice of Amendments

Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. We will notify you in advance of any changes in account terms, rates, or fees as required by law. However, if we determine that the change is favorable to you, we may not send a notice. In some cases, we may post a notice of change in our branches or on our website. In maintaining your

account with us, you indicate your acceptance of any change to this Agreement, or account terms, rates, fees and conditions. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to enforce any right in the future.

#### Effect of Notice

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

### **36. Rates and Fees**

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

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

### **37. Statements**

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

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

- You fail to notify us within thirty (30) days of the mailing date of the earliest statement and availability of drafts containing any forgery, alteration or unauthorized signature on the item; or
- Any items that are items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature device.

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

### **38. Research and Reconciliation**

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

You may obtain copies of drafts paid against your account, and view account activity and history free of charge through uOnline, our online banking service, at [unitusccu.com](http://unitusccu.com).

#### **Other Services**

### **39. Basic Services**

Unitus offers all of the services you'd expect from a full-service financial institution. These include savings and checking accounts, money market accounts, certificates of deposit, IRAs and Health Savings Accounts. We also offer ACH services, direct deposit, foreign exchange, wire transfers, automatic transfers and payments, night depository, safe deposit boxes, Visa credit and debit cards, cashier's checks, travelers' checks, Saturday hours, ATMs and drive-up windows. Please note that transactions made by ACH services, direct deposit, debit cards, ATMs and certain other types of electronic transfers and payments are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure below.

#### **40. Telephone Express Teller**

This service allows you to perform account transactions and inquiries using a menu-driven system when you call our Telephone Express Teller. To use this service you will need your account number and an access code, which may be obtained by calling our Contact Center or visiting a Unitus branch office. For your convenience, a quick reference menu guide is available. Visit [www.unitusccu.com](http://www.unitusccu.com) for additional information about this service. Please note that some transactions made using Telephone Express Teller are subject to additional terms and conditions in our Electronic Funds Transfer Agreement and Disclosure below.

#### **41. uOnline (Online Access)**

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

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

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## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE**

### **A. General Terms**

This Electronic Funds Transfer Agreement is the contract which covers rights and responsibilities for electronic funds transfer ("EFT") services offered to you by Unitus Community Credit Union ("Unitus"). "Electronic funds transfer" means any transfer of funds that is initiated through an electronic terminal, telephone, computer magnetic tape, or other access device for the purpose of ordering, instructing, or authorizing Unitus to deposit or withdraw funds from one or more of your Unitus deposit accounts.

This Agreement generally applies to fund transfers, deposits, cash withdrawals and purchases made with an ATM card, debit card, or other device or code which accesses a consumer deposit account. It also applies to direct deposits and some types of preauthorized and telephone-initiated transfers involving consumer deposit accounts (including a transaction you may initiate by check but which a merchant converts to an electronic transaction at the point of sale). Please note that some services may have additional instructions or technical requirements for their use; information on those may be found at [www.unitusccu.com](http://www.unitusccu.com).

Examples of EFTs covered by this agreement include transactions to or from deposit accounts made by you, or by others acting on your behalf, using automated teller machines ("ATMs") or point of sale ("POS") terminals, or transactions made through the Automated Clearing House network ("ACH") or an equivalent method of electronic funds transmittal.

Some transactions that appear to be electronic funds transfers are not covered under this Agreement. For example, transactions that do not involve deposit accounts as the source or recipient of funds, such as online credit card purchases, or cash advances taken in currency at an ATM using a credit card, are not EFTs.

This Agreement does not cover these transactions, or debits which Unitus is authorized to make from your account for service charges and other fees, preauthorized transfers you have instructed Unitus to make to another of your Unitus accounts or toward payment of a Unitus loan, and certain other types of consumer transactions which are excluded from Regulation E of the U.S. Federal Reserve Board. Please refer to the Membership and Account Agreement or the specific agreements for your other Unitus accounts for an explanation of your rights and responsibilities for other types of transactions.

In this Agreement, the words "you" and "yours" mean those persons who sign our Membership Application or Signature Card as applicants or joint owners, and any other persons granted authority by you to perform EFTs affecting your Unitus deposit accounts. The words "we," "us," "our," "Unitus," and "Credit Union" mean Unitus Community Credit Union. The word "accounts" means any one or more of your Credit Union deposit accounts. The word "access device" refers to any means by which you may initiate an electronic funds transfer, including debit or ATM cards, online or Internet-based services, or transfers requested by telephone. The word "card" means the ATM card, Visa debit card, or Visa Classic credit card issued to you by Unitus.

By signing the Membership Application, Signature Card, Visa debit card, ATM card, or Visa Classic credit card, or by using the card or other electronic funds transfer services, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments.

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

## **B. Your Liability For Unauthorized Transfers**

You are responsible for all transfers you authorize using an EFT service under this Agreement, except as provided in this Agreement or as required by law. If you authorize other persons to use an EFT service or your personal identification number ("PIN") or access code to access one or more of your Unitus accounts, you are responsible and liable for any transactions they authorize or conduct on any of your accounts.

Tell us at once if you believe your card, access device, PIN or access code has been lost, stolen or learned by another person. Telephoning us is the best way to reduce your possible losses.

If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 for an unauthorized electronic funds transfer or series of related unauthorized transfers made by someone without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card, access device, PIN or access code, and we can prove that we could have prevented the unauthorized transaction if you had told us in time, you could be liable for as much as \$500. Losses could include the money in your account plus any advances made through the use of our Check Protect or overdraft protection programs.

Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend this time period.

**Warning for Visa Classic accounts:** Although your Visa Classic is a credit card account, your Visa Classic card can also be used to access your deposit accounts and make EFTs at ATMs. This means that, if you add an authorized user to your Visa Classic account, that person will be able to perform transactions, including EFTs, on any of your loan or deposit accounts as a designated agent (as

defined in the Credit Union's Membership and Account Agreement). By authorizing persons who are not joint owners on your Unitus accounts to use your Visa Classic card, you authorize them to conduct transactions on all of your Credit Union accounts. (Please refer to the Visa Credit Card Account Agreement and Disclosure for an explanation of your rights and responsibilities with regard to credit transactions made using the Visa Classic card).

**C. Telephone Number And Address For Notification Of Unauthorized Use**

If you believe that your card, access device, PIN or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately at one or more of the numbers below. If unauthorized activity occurs on your account, you agree to cooperate during the investigation and to complete a report and/or affidavit.

Telephone:  
503-227-5571  
1-800-452-0900

Mailing address:  
Unitus Community Credit Union  
Attention: Contact Center  
P.O. Box 1937  
Portland, OR 97207

**D. Business Days**

For purposes of these disclosures, our business days are Monday through Friday, excluding federal holidays.

**E. Services And Limitations**

If we approve your request for a card, uOnline account access, Telephone Express Teller, or other access device used to initiate EFTs, you may access your funds in the manners listed below. Please note that some of the services or access devices listed below may also offer features other than EFTs. For an explanation of your rights and responsibilities with regard to those services, please refer to the specific agreement(s) which govern those services.

- a. Withdraw cash from your checking, money market, or savings accounts at Unitus, up to the daily limit amount in any 24-hour period, if sufficient funds exist in your account. You may withdraw up to \$300 per calendar day per deposit account at an ATM with an ATM card, and up to \$500 with a debit card (minors are limited to \$300 per day at ATMs regardless of the card used). You may conduct POS transactions with a debit card up to \$1500 per calendar day, per account (\$300 for minors). If you are a Right Choice accountholder, you may conduct POS transactions with a debit card up to \$500 per calendar day, per account. For security reasons, there may be times when we further limit these amounts. Different limitations may apply at ATMs that are not owned by us.
- b. Make deposits to your checking, money market, or savings accounts at Unitus. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Refer to the Funds Availability Policy in the Member and Account Agreement to determine the availability of funds deposited at ATMs.
- c. Transfer funds between your checking, money market, and savings accounts. You may transfer up to the available balance in your accounts at the time of the transfer.
- d. Pay for purchases at places that agree to accept our card (purchases will be covered by funds deducted from your checking account). You do not have a right to stop payment on any card sales draft or cash withdrawal slip originated through the use of your card.
- e. Make payments on your loans with Unitus or held by other financial institutions.
- f. Obtain account balance information (balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal).

We do not promise everyone will honor your card or access device, and we have no obligation to you if anyone refuses to accept your card or access device. We are not liable if any merchant, bank, financial institution or other party refuses to honor your card or access device, or otherwise fails to

provide any services made available to you by Unitus. Unitus reserves the right to refuse any transaction which would draw upon insufficient or unavailable funds or require us to increase our required reserve on the account. If a transfer request would exceed the transfer limitations set forth in this Agreement in any statement period, Unitus may refuse or reverse the transfer and Unitus may impose a charge.

Unitus may set other limits on the amount, type, or frequency of any electronic transaction and you will be notified of those limits. (For savings and money market accounts, please see the Membership and Account Agreement for an explanation of withdrawal restrictions imposed by federal regulation; for uOnline and Telephone Express Teller, please go to [www.unitusccu.com](http://www.unitusccu.com)).

#### **F. Right to Receive Documentation of Transfers**

- a. Periodic statements: You will receive a statement monthly unless there is no EFT in a particular month. In any case, you will receive a statement at least quarterly.
- b. Preauthorized credits/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 telephone numbers listed at the bottom of this document.
- c. Terminal receipt: You can get a receipt at the time you make any transfer of more than \$15 to or from your account at an ATM. However, this receipt is not final since each transaction is subject to verification. If the receipt and our records conflict, our records will control the verification.

#### **G. Preauthorized and Automatic Transfers**

Preauthorized EFTs may be made by depositing funds directly to your Unitus deposit account from a third party (for example, your employer, Social Security, or another financial institution), or by withdrawing funds from your Unitus deposit account in order to pay a third party or send money to your accounts at other financial institutions (for example, recurring electronic payments made through the ACH network).

The term "pre-authorized EFT" does not include transactions initiated by check, draft, or similar paper instrument, individual transfers we initiate under an agreement with you, but without your specific request (for example, automatic savings deposits, checking account overdraft transfers, or loan payments to us), or wire transfers.

The following conditions apply to preauthorized and automatic transfers:

- a. Preauthorized direct deposits: upon our receipt of appropriate instructions, Unitus will accept electronic deposits into your deposit accounts.
- b. Stop payment requests on recurring preauthorized payments to third parties: If you have arranged in advance to make recurring electronic funds transfer payments out of your account(s) for money you owe others, you may stop payment of these pre-authorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer, and provide us with sufficient information to identify the specific transaction you wish to have stopped.

We may require written confirmation of the stop payment order to be made within fourteen (14) days of an oral notification. If a written confirmation is required, we will disclose this requirement together with the address to which the confirmation should be sent at the time of the oral notification. If we require written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable to you for your losses or actual damages.

- c. If your recurring EFT payments to third parties may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when the payment will be made and how much it will be. Unless Unitus is the person you are going to pay, we will be unable to make this notification to you. Please note that even if Unitus is the person you are going to pay,

if the payment is being made under an agreement with you providing that we may initiate the EFT without a specific request from you, we are not required to provide the advance notification.

#### **H. Our 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 actual damages. However, there are some exceptions. For example, we will not be liable under these circumstances:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the limit of your Check Protect or overdraft protection coverage;
- If you used the wrong access code or you used an access code or card in an incorrect manner;
- If the automated teller machine (ATM) where you are making the transfer does not have enough cash;
- If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- If we have reason to believe the transaction may not be authorized by you;
- If any required documentation has not been presented;
- If the information provided by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction;
- If the money in your account is subject to legal process or other claim;
- If we process your payment transaction in a timely manner but the payee rejects your payment or fails to process it in a timely manner;
- If you fail to follow service instructions on how to perform a transaction;
- If your account has become dormant, in which case we may terminate your card or code access to that account;
- If your account is frozen or has been revoked because of a delinquent loan;
- If your card or access device has been revoked due to inactivity or at our discretion;
- If the transaction cannot be completed because your card is damaged, or the ATM captures or retains your card; in which event you may contact Unitus about its replacement.

#### **I. Account Information Disclosure**

We will disclose information to third parties about your account or the transfers you make as outlined in the Unitus Privacy Policy for Consumers below.

#### **J. Electronic Check Transactions**

You authorize us to honor any electronic check conversion transaction and to re-present check fee debit transactions (electronic check transactions) as we deem appropriate. 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 and \$500 limits of liability for unauthorized transactions. However, you remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement under the terms defined elsewhere in this Agreement.

#### **K. Security of PIN/Access Codes**

All access codes issued to you are for security purposes. The access codes are confidential and should not be disclosed to third parties or recorded on or with your card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone. If you authorize anyone to use your access codes, Unitus will act under the presumption that the authority you granted shall continue until you specifically revoke such authority by notifying Unitus in writing and we have had sufficient time to take action. If you fail to maintain the security of these access codes and Unitus suffers a loss, we may presume that you granted the authority to access your account and you may be held responsible for the loss; we may also terminate your ATM and/or account services immediately.

#### **L. Error Resolution Procedure**

In case of errors or questions about your electronic transfers, telephone us at the telephone numbers or write us at the address listed in section C (above) as soon as you can. (For any errors involving a

line of credit account, you must review the Agreement for that account for a description of your rights). We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

You must provide the following information:

- Tell us your name and account number;
- Describe the transfer you are unsure about, and include to the extent possible, the type and date, and explain as clearly as you can why you believe it is an error or why you need more information;
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days, at the address listed in this Agreement.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error within one business day after determining that an error occurred.

If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days of receiving the error notice, and will inform you within two (2) business days after providing the provisional credit in the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. We will correct the error, if any, within one business day after determining that an error occurred. A report of our results will be delivered or mailed to you within three (3) business days after the conclusion of the investigation (including, if applicable, notice that a provisional credit has been made final).

For transactions initiated outside the United States, or resulting from a point of sale card transaction, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For transactions on accounts that have been open less than thirty (30) calendar days, we will have twenty (20) business days instead of ten (10) business days to credit your account, and ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question.

If we determine that no error occurred or an error occurred in a manner or amount different from that described by you, the results of our investigation are available to you, and at your request will be delivered or mailed along with the documents that we relied upon in making this determination (to the extent possible without violation of privacy laws and regulations). We will notify you of the date and amount we will debit your account. Further, we will honor drafts or similar instruments payable to third parties and preauthorized transfers from your account for five (5) business days after the notification (without charge, if they would result in an overdraft). However, we will only honor items that would have been paid if the provisionally credited funds had not been debited.

#### **M. Fees and Charges**

There are certain charges for electronic fund transfer services as set forth on the Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, the ATM operator or an ATM network utilized for such transaction may charge you an ATM surcharge. The ATM surcharge will be debited from your account if you elect to complete the transaction.

Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is:

- i. A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, plus or minus any adjustment determined by Unitus, or
- ii. The government-mandated rate in effect for the applicable central processing date, plus or minus any adjustment determined by Unitus.

#### **N. Termination of EFT Services**

Unitus reserves the right at any time to terminate your right to make transactions and to retrieve or ask for the immediate return of any access device, debit or ATM card it deems necessary without prior notice to you. The access device, debit or ATM card at all times remains the property of Unitus. Upon termination of this Agreement, you agree to surrender your access device, debit or ATM card to Unitus. If the card is lost or stolen, you agree to notify Unitus immediately upon discovery of such loss or theft. Unitus may terminate your rights without prior notice to you in the event that any of the following conditions occur:

- You, or any authorized user of your card, access device, PIN or access code breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your accounts or access devices;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement;
- Three or more overdrafts occur as a result of nonsufficient or unavailable funds on an account;
- Any transaction on your accounts which results in a monetary loss to Unitus;
- Your delinquency on any loan or Visa credit card account with Unitus;
- Forced closure of any of your accounts at Unitus due to misuse; or
- Any other situation in which Unitus deems revocation to be in its best interest.

Unitus reserves the right to amend, modify, revoke, or cancel the terms of this Agreement or any transaction services contemplated herein. If applicable law requires notification, notice will be mailed to you at the address shown on Unitus' records. It is the obligation of each member to update any new address. Any revised, amended, or modified conditions, rules, and/or regulations shall be effective at the earliest date allowed by law.

You can terminate this Agreement by notifying Unitus 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.

#### **O. ATM Safety Notice**

Our network of Automated Teller Machines (ATM) offers you the convenience of 24-hour access to your money. Every effort has been made to provide you with safe, well-lighted locations. The following safety guidelines are a reminder of things you can do to help us protect you and your ATM card:

- Be aware of your surroundings, particularly at night. Consider having someone accompany you when the ATM machine is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM machine. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM machine, consider using another ATM machine or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

Although the number of ATM crimes is very low, we urge all our members to follow these simple safety rules for the protection of you and your card while you continue to enjoy the convenience of the automatic teller machines.

## Privacy Policy for Consumers

**Privacy Pledge:** At Unitus Community Credit Union we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. We want to protect the personal and financial information that you have entrusted to us. Therefore, we have developed the following privacy policy and approach that respects and addresses your needs. We believe that all personal and financial information specific to you that you provide to the Credit Union through any channel constitutes personal information. The notice describes the privacy policy and practices followed by Unitus Community Credit Union.

**Information We Collect:** The Credit Union collects only relevant information about members that is needed to establish and maintain your account and services as the law allows or requires us to collect. We may collect personal and financial information about you which is “nonpublic.” The member information we collect varies depending on the accounts and services you request and use. We collect information about you from the following sources:

- Application Information  
We retain personal information we receive from you on any application you provide to us or our affiliate for membership, deposit account, EFT services, loans, insurance, or other Credit Union services. This information includes: name, address, email address, social security number, birth date, phone number, employment and financial status, and credit history.
- Your Transactions  
Any time you make a transaction on one of your accounts, including ATM or card transactions, loan advances, transactions through Online banking, over the phone or at a branch we retain the transaction information, including: your account number, the date, amount, location of the transaction, and other pertinent information. Our affiliates or partners may also provide us with reports on your transactions with them.
- Credit Reports  
When we evaluate your application for an account or service, we may request a credit report from a consumer reporting agency. We retain the personal and credit history information and may use it to evaluate your eligibility for additional services.
- Online  
We may obtain information you provide Online when you visit our website, [www.unitusccu.com](http://www.unitusccu.com). This includes retaining information you provide us on any Online applications, Online banking transaction or information you send to us by email.

**Information We Share:** All financial companies need to share member’s personal information to run their everyday business – to process transactions, maintain member accounts, and report to credit bureaus. In this section, we discuss the types of information we share and the types of companies with whom we share member information. Information we may have about former members is only shared or

disclosed if necessary to enforce or administer an account or as required by law.

- Sharing Information with Third Party Service Providers

In order for us to conduct our operations, including servicing your account or processing your transactions, we need to share information with our service providers, including: data processing companies, check, ATM and other payment processing companies, payment networks, insurance companies, collection agencies, and credit reporting agencies, with whom we have contractual agreements. These service providers act on our behalf and have agreed in writing to keep the member information we provide to them confidential. We share the following categories of information to third party service providers depending on the specific services provided:

- Personal information (name, address and account number)
- Account information (type of accounts, account balances, and transaction history)
- Transaction information (dates, amounts, locations, and type of transaction)

- Sharing Information with Other Financial Service Providers

To ensure you have access to quality financial services, we will occasionally assist nonaffiliated financial service providers (i.e., insurance companies) to offer their products or services to our membership as part of a joint marketing agreement. We carefully screen these companies, looking for companies who share our core values, along with a desire to provide quality, low-cost financial services. When we do assist in offering you financial products provided by other financial service providers, we have contractual control of your member information used to make such offers. The Credit Union does not and will not sell or provide personal information to third parties for independent use or to telemarketing firms.

- Sharing Information with our Affiliates

At this time the Credit Union does not share member information with any affiliates. If in the future the Credit Union decides to share member information with one or more affiliates, you will be provided with a revised Privacy Policy and will be given reasonable opportunity to opt-out prior to your information being shared.

- Sharing Information as Legally Required or Permitted

We may share any member information of yours in response to a lawful request issued by a court, government agency, or regulatory authority or as permitted by law in order to administer or enforce your account. We may also share our experience information about you with credit bureaus. Our reporting to credit bureaus is governed by the Fair Credit Reporting Act, which affords you the right to make sure that your credit bureau reports are accurate.

- Our Confidentiality and Security Safeguards

We maintain strict policies and security controls to assure that member information in our computer systems and files is protected. Our employees are permitted access to member information that they may need to perform their jobs

and to provide service to you. Our employees have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees are trained to respect member privacy. No one except our employees has regular access to the Credit Union computer system and records storage. The Credit Union has established internal security controls, including physical, electronic and procedural safeguards to protect the information you provide us and the information we collect about you. We will continue to review our internal security controls to safeguard your member information as we employ new technology in the future.

***Honoring Your Preferences:*** You have choices when it comes to how Unitus shares and uses your information.

If you are a Unitus member or joint owner of a Unitus account, you may request that we not share information about your accounts with other financial service providers described above by contacting us at 503-227-5571 or 1-800-452-0900. If you request that we do not share information with other financial service providers, we may still share information where permitted or required by law, or with our third party service providers to maintain our relationship with you, or as necessary to enforce or administer your account.

If you have multiple accounts with us, you may need to express your preference for each account separately. When any owner of a joint account requests that we do not share with third parties, we apply that preference to the entire account.

***Privacy on the Internet:*** Unitus Community Credit Union uses a cryptographic (digital certificate) key to secure account information sent between our server and your browser. Whenever you use uOnline, Unitus' server responds to your transmission by sending this key that is authenticated by your browser. This communication key encrypts the data sent by you and Unitus Community Credit Union decrypts it when we receive it. Unitus uses firewalls that are designed to protect your accounts from unauthorized access from outside the Credit Union.

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

***What Members Can Do To Help:*** Protect your account numbers, card numbers, PINs (personal identification numbers), and passwords. In particular, never keep your PIN with your debit card or credit card, as that makes you vulnerable in the event you lose your card or your card is stolen. Use caution in revealing your account numbers, social security numbers, etc., to other persons. In particular, if a caller tells you he/she is calling you on behalf of the Credit Union and asks for your account number, you should beware. Legitimate Credit Union staff would already have access to that information. It

is important that the Credit Union has current information about how to reach you. If we detect potentially fraudulent use of your account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

***Privacy Policy Inquiries:*** We reserve the right to amend this Privacy Policy at any time and will notify you as required by law. If you have any questions about our privacy practices, please contact us.

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## PLEASE CONTACT US AT:



By email:

[mail@unitusccu.com](mailto:mail@unitusccu.com)

By phone:

503- 227-5571 Or

Toll Free 1-800-452-0900

By mail:

Unitus Community Credit Union

PO Box 1937

Portland OR 97207

Website:

[www.unitusccu.com](http://www.unitusccu.com)

Member Services, Revised May 2010