

**TWINSTAR CREDIT UNION  
BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT**



This Credit Union is Federally Insured by the National Credit Union Administration.

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**TWINSTAR CREDIT UNION**  
**BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT**

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean the Member/Account Owner and any Authorized Party of the Member/Account Owner who signs the Business Account Card or Supplement ("Account Card"). The words "we," "us," and "our" mean TwinStar Credit Union ("Credit Union"). The word "account" means any one or more share account(s) you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card or Business Authorization Addendum that is a part of the Agreement, each of you agree to the terms and conditions in this Agreement, including the Privacy Policy, Funds Availability Policy, Electronic Funds Transfer Agreement, and Business Services Fee Schedule accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**I. MEMBERSHIP AND ACCOUNTS**

**1. Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must satisfy the membership qualifications as required by the Credit Union's Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request now or in the future.

**2. Individual Business Accounts.** An individual business account is an account owned by one depositor, including any individual, sole proprietor qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate.

**3. Accounts of Business Organizations.** You must designate on the Account Card who is authorized to act on behalf of the Member/Account Owner as a Responsible Individual, Authorized Signer or Business Representative. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a club or association may not be cashed, but must be deposited to the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

**4. Authorized Parties.**

**A. Authorized Parties.** The persons named on the Account Card are authorized to act on behalf of the Member with respect to accounts based upon the authority set forth below and the Account Card.

**B. Authority of Authorized Parties.**

Responsible Individuals are vested with full authority to open and close accounts on behalf of the Member, add and remove Authorized Signers and Business Representatives on behalf of the Member and transact any business of any nature on the account. Authorized Signers are not permitted to make changes to the account but are vested with limited authority to transact any business including the following:

- Depositing, withdrawing and transferring funds and initiating electronic funds transfers into, out of and between one or more accounts;
- Signing drafts, checks and other orders for payment or withdrawal;
- Issuing instructions regarding order for payment or withdrawal;
- Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Member; and
- Receiving information of any nature about the account.

Business Representatives are individuals authorized by a Responsible Individual to make deposits, receive receipts, and obtain balance information only.

The Credit Union is directed to accept and pay without further inquiry any item, signed by a Responsible Individual or Authorized signer, drawn against any of the Member's accounts. Unless otherwise indicated, any one Responsible Individual or Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by the Credit Union and to perform any other transaction permitted under the Agreement.

The authority given to the Authorized Parties named on the Account Card shall remain in full force until written notice of revocation or a Business Account Authorization Addendum is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. The Responsible Individual shall notify the Credit Union of any change in the Member's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Party and shall have no notice of any breach of fiduciary duties by any Authorized Party unless the Credit Union has actual notice of wrongdoing.

**5. Deposit Requirements.** Funds may be deposited to any account in any manner approved by us in accordance with the requirements set forth on the Business Services Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate Accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

- A. Endorsements.** You authorize us to accept transfers, checks, drafts, and other items for deposit if they are made payable to, or to the order of one or more owners even if they are not endorsed by all payees. You authorize us, in our discretion, to supply missing endorsements if we choose. When you deposit items to your account, you warrant that all prior endorsements are genuine. We may require an endorsement on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require such endorsement. Endorsements must be placed on the back of the check within 1 1/2 inches from the top edge. While we may accept endorsements outside this space, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss we incur due to the delay or error.
- B. Collection of Items.** We are not responsible beyond the exercise of ordinary care for deposit or collection items. Deposits made by mail or at an unstaffed facility are not our responsibility until we receive them. We are not liable for the negligence of any correspondent or for loss in transit. We may send any item for collection and you are responsible for any collection fees. We will handle items drawn on an institution located outside the United States on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding any items we purchase or receive for credit or for collection to your account.
- C. Final Payment.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If we incur any fee to collect any item, we may charge such fee to your account. We reserve the right to refuse or to return any item or funds transfer. We may charge your account for items returned unpaid, regardless of whether funds were available to you.
- D. Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or transfers from other accounts. You authorize each direct deposit by completing a separate authorization form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. Upon a bankruptcy filing, if you fail to cancel an authorization, you instruct your employer and us to make and apply direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree we may deduct the amount returned from any of your accounts, unless prohibited by law.
- E. Crediting of Deposits.** Generally, deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. If we accept deposits on Saturdays at a branch location, we will credit your account that day. Ask for our current deposit cutoff time. Deposits we receive at unstaffed facilities, such as night depositories, will be credited on the day we remove and process such funds. Funds will be credited to your account when we receive final payment.

**6. Electronic Check Conversions.**

- A. Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account, and serial number of your check to initiate the transfer, whether the check is blank, partially, or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer ("EFT") subject to terms in Section IV. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- B. Electronic Represented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-Presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of our Electronic Funds Transfer Services Disclosure and Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the fifteen (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 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.

## 7. Account Access.

- A. **Authorized Signature.** In order to access any account, the Credit Union must have an authorized signature of the member Representative and all Authorized Signers on the Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- B. **Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, telephone, or Online Banking). If the Credit Union accepts any check or draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.
- C. **ACH and Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. If an ACH or wire transfer is converted to or from a foreign currency, you assume all risks associated with the foreign exchange conversion, and agree that any loss resulting from any foreign exchange conversion will be allocated to you. 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 you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.
- D. **Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer 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.

8. **Account Rates and Fees.** We pay dividends and impose fees based on the account rates and fees, earnings, payment, and balance requirements as set forth on the Business Services Fee Schedule. A current Business Services Fee Schedule has been provided to you separately and you may request a current Business Services Dividend Rate Schedule. You agree we may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

## 9. Transaction Limitations.

- A. **Withdrawal Restrictions.** We will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts, debit card purchases or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Business Services Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there are sufficient available funds in any order at our discretion.  
We may disallow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered us to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to us; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. We reserve the right to require you to give notice in writing of any intended withdrawals from any account up to ninety (90) days before such withdrawal.
- B. **Transfer Limitations.** For savings and money market accounts, you may make up to six (6) preauthorized, automatic, phone, Credit Union Connection, or Online Banking transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from the member's account upon oral or written orders, 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: (i) transfers to any loan account with us; (ii) 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. If a transfer request would exceed the transfer limitations set forth above in any statement period, we may refuse or reverse the transfer, and suspend or close your account, and we may impose a charge.

## 10. Overdrafts.

- A. Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks, debit card purchases and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. Our determination of an insufficient account balance may be made at any time between presentation and our midnight deadline with only one review of the account required. We have no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Business Services Fee Schedule. We may charge a fee each time a check or item is submitted or resubmitted for payment and we either return or pay the overdraft. Therefore, you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item that overdraws or would overdraw your account. Except as otherwise agreed in writing, by covering one or any overdraft, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- B. Overdraft Protection Plan.** If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the funds from a deposit or loan account to your checking account. If you elect to have transfers to checking, funds will be transferred in the amount necessary to clear the overdrawn item. The fee for overdraft transfers and copies of checks is set forth on the Business Services Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from your line of credit account will be governed by the applicable loan agreement.

**11. Postdated and Stale dated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify us of the postdating. Your notice will be effective only if we receive the notice in time for us to notify our employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for our computer to identify the check. If you give us an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and we may charge your account as of the date we pay the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. We have 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.

## 12. Stop Payment Orders.

- A. Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon and ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks and ACH debits, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For preauthorized ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date, and exact amount of the check or ACH, and the number of the check or originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to us, and to assist us in legal action taken against the person.
- B. Duration of Order.** You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless you continue the stop payment order with a signed, written order within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. We are not obligated to notify you when a stop payment order expires. Stop payment orders \$4,999.99 or less require no signatures. Stop payment orders \$5,000 or greater require a member signature. Oral stop payment orders for \$5,000 and greater lapse after fourteen (14) calendar days unless a written request with a signature is received.
- C. Liability.** We may charge a fee for each stop payment order requested, as set forth on the Business Services Fee Schedule. You may not place a stop payment on any certified check or draft, cashier's check or money order, or any other check, draft, or payment guaranteed by us. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including us, who is a holder of the item despite the stop payment order. You agree to indemnify and hold us harmless from all costs, including attorney's fees, damages, or claims related to our 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.

**13. Lost Items.** We act only as your agent in receiving items from you for withdrawal or deposit, and we may reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

**14. Credit Union's 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. We will not be liable if: (a) through no fault of ours, your account does not contain enough money to make the transaction; (b) circumstances beyond our control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. 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, clearing house rules, and general banking practices followed in the area serviced by us. 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 Account Agreement. Any conflict between oral representations by you or our employees and any written form will be resolved by reference to this Agreement and applicable written form.

**15. Credit Union Lien and Security Interest.** To the extent you owe us money as a borrower, guarantor, endorser, or otherwise, we have a lien on any or all of the funds in any account in which you have an ownership interest regardless of the source of the funds. We may apply these funds in any order to payoff your indebtedness. If we choose not to enforce our lien, we do not waive our right to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount owed to us, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

**16. Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, we may refuse to payout any money from your account until the dispute is resolved. If we incur any expenses or attorney's fees in responding to legal process, such expenses may be charged against your account without prior notice to you unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**17. Notices.**

- A. Name or Address Changes.** It is your responsibility to notify us 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 will accept notice of a change in address and any other notice from you if provided in writing. Name changes require presentation of updated valid identification. If we attempt to locate you, we may impose a service fee as set forth on the Business Services Fee Schedule.
- B. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. We will notify you of any changes in account terms, rates, or fees as required by law. Any changes in account ownership, such as adding or removing an Authorized Party, must be evidenced by written instructions from a Member Representative. 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.
- C. Effect of Notice.** Any written notice you give us will be effective when received by us. Any written notice we give to you will be effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

**18. 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 dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, we may suspend the opening of your account.

**19. Statements.**

- A. Contents.** 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. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with a copy, you agree that we may provide an electronic image of the original check or sufficient copy, if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you.
- B. Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, or unauthorized item drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.
- C. Notice to Credit Union.** You agree that 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.

**20. Termination of Account.** We may terminate your account at any time without notice to you or may require to close your account and apply for a new account if (1) there is a change in owners or authorized signers (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if any account owner is verbally or physically abusive to a Credit Union employee. You may terminate your account at any time by notifying us by written instruction from the Member Representative. We will not be responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if we pay a check after termination, you agree to reimburse us for the payment.

**21. Termination of Membership.** You may terminate your Credit Union membership after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing us a loss.

**22. Special Account Instructions.** If you ask us to follow instructions that we believe might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to post a bond to indemnify us. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Business Account Card or Business Authorization Addendum signed by the Member Representative and accepted by us. We will not recognize the authority of someone to whom you have given a power of attorney.

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

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

**25. Governing Law.** This Agreement is governed by the Credit Union Bylaws, federal laws and regulations, the laws and regulations of the State of Washington, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

## II. PRIVACY POLICY

**1. Our Privacy Pledge.** At the Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by the Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

**2. Member 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. We may collect personal and financial information about you (member information) that 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:

- A. Application Information.** We retain personal information we receive from you on any application you provide for membership, deposit account, EFT services, loans, insurance, or other Credit Union services. This information may include: name, address, e-mail address, social security number, birth date, phone number, employment and financial status, and credit history.
- B. Your Transactions.** Any time you make a transaction on one of your accounts, including ATM or card transactions, loan advances, insurance transactions through Internet Home 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.
- C. Credit Reports.** When we evaluate your application for an account or service, we may request a credit report about you from a consumer reporting agency. We retain the personal and credit history information about you and we may use it to evaluate future account service requests.

**3. Member Information We Share:** In order to provide financial services to you, we share certain information about you with our affiliates and third party service providers. However, we only share information to the extent necessary to service your account or offer new services to you. If we share your information, it is with the goal of bringing you quality services, more choices, and greater convenience. Information we may have about former members is generally only shared or disclosed, if necessary, to enforce or administer an account or as required by law.

**A. Sharing Information With Credit Union Affiliates.** Our affiliates include companies providing data processing, auditing, compliance and financial services. We may share personal information (such as name, address, and account number) and account information (such as type of accounts, account balances, and transaction history) with our affiliates, so they can serve you more efficiently. Our affiliates maintain the same privacy standards as the Credit Union.

**B. 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, loan service providers, credit reporting agencies, insurance companies, financial planners and securities firms, and financial service providers with whom we have joint marketing agreements. These service providers/strategic partners act on our behalf and have agreed in writing to keep the member information we provide to them confidential. We may share the following categories of information to third party service providers depending on the specific services provided:

- Personal information (i.e. name, address, and account number)
- Account information (i.e. type of accounts, account balances, and transaction history)
- Transaction information (i.e. date, amounts, locations, and type of transactions).

We do not sell member information nor share your account numbers with independent third party marketers offering their products and services. While we may assist in offering financial products and services of our affiliates or other financial service providers, we control the member information used to make such offers.

**C. 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.

**4. 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 and agents are permitted access to member information that they may need to perform their jobs and to provide service to you. Our employees and agents have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees and agents are trained to respect member privacy. No one except our employees and agents 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.

**5. Online Privacy Protection:** At [www.twinstarcu.com](http://www.twinstarcu.com) we may obtain information online when you visit the website. This may include retaining information you provide to us on any online application, our Internet Home Banking or e-mail. To protect the information you provide us online, we use multiple levels of security. The application information we accept online and our Internet Home Banking service relies on industry standard "Secure Sockets Layer" (SSL) encryption to secure your transaction information and communication. Any information you provide using an online application, or any information you send to us by e-mail will be treated with confidentiality.

**6. Protecting Children's Information Privacy:** Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.

**7. Privacy Policy Changes:** We reserve the right to change this policy, and we will give you any notice required by law if we change this policy.

**8. Privacy Policy Inquiries:** The Credit Union is owned by its members and governed by a Board of Directors that you elect. You can be confident that your financial privacy is a top priority of your Credit Union. We are required by law to provide you with this privacy notice to explain how we collect, use, and safeguard your personal financial information. If you have any questions about our privacy practices, contact us by calling 1-800-258-3115, sending us an e-mail at [privacy@twinstarcu.com](mailto:privacy@twinstarcu.com), or writing to us at TwinStar Credit Union, P.O. Box 718, Olympia, WA 98507-0718.



### III. FUNDS AVAILABILITY POLICY

**1. General Policy.** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. In order to determine the availability of your deposits, every day is considered to be a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 p.m. on a day that the Credit Union is open for business, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m., on a day the Credit Union is closed, or at a Credit Union night depository, we will consider the next business day the actual day of deposit.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you have deposited by check available to you on the first business day after the day of your deposit. Depending on the type of check deposited, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day.

**3. Holds on Other Funds.** 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 of your deposit and tell you when the funds will be available. If your deposit is not made in person directly to one of our employees, or if we decide to place a hold after you have left the premises, we will mail you the notice the day after we received your deposit.

**4. Longer Delays May Apply.** If you need access to your deposited funds right away, you should ask us at the time of your deposit when the funds will be available.

In addition, funds you deposit by check may be delayed up to the fifth business day after the day of the deposit under the following circumstances:

When we believe a check you deposit will not be paid.

- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly during the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit. Under certain circumstances the delay may be longer.

**5. Deposits at Automated Teller Machines.** We may place a two-day hold on the aggregate of all funds over \$225.00 deposited per day at automated teller machines (ATMs) that we own (proprietary) and ATMs we do not own or operate (nonproprietary). All ATMs the Credit Union owns are identified as Credit Union ATMs. The first \$225.00 deposited per day into an ATM will generally be available at the time of deposit.

**6. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days after you have opened an account.

The first \$5,525 from a deposit of U.S. Treasury checks made in person directly to one of our employees will be available on the first business day after the day of your deposit. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers', state and local government checks, U.S. postal service money orders, checks drawn on a federal reserve bank or federal home loan bank made in person directly to one of our employees will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available on the ninth business day after the day of your deposit.

### IV. ELECTRONIC FUNDS TRANSFERS AGREEMENT

By signing the Account Card or signing or using the VISA Debit Card, Online Banking/Bill Payer service, Credit Union Connection services, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services and any amendments, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through automated teller machines ("ATMs"), Credit Union Connection transactions, Online Banking and bill payment transactions, Point of Sale ("POS") terminals, and VISA Debit Card purchases involving your deposit at accounts at the Credit Union.

#### 1. EFT Services.

**A. VISA Debit Card.** If we approve your application, you may use your VISA Debit Card to purchase goods and services any place your VISA Debit Card is honored by participating merchants. Funds to cover your VISA Debit card purchases will be deducted from your checking account. The daily transaction limit is the amount you have available in your checking account. The daily limit for transactions initiated through a POS terminal is \$1,000. POS Purchase transactions may require your signature. There is no limit on the number of purchase transactions you may make by VISA Debit Card during a statement period. However, no purchase may exceed the available funds in your account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request and access your shareholder draft protection account or may decline to permit the transaction. Any overdraft advances made to cover purchases will be governed by the business account agreement. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds. The Credit Union may set other limits on the amount of any transaction and you will be notified of these limits.

**B. Automated Teller Machine (ATM) Transactions.** Upon approval, you may use your Card and Personal Identification Number (PIN) in automated teller machines of the Credit Union and within such ATM networks we may designate. You may use your Card at **authorized** ATMs to make the following transactions on your accounts:

- Withdraw cash from your checking, prime share, or credit line accounts.
- Make deposits to your checking or prime share account.
- Transfer funds between your checking, prime share accounts, or line of credit.
- **Other transactions may be offered or permitted in the future.**

There is a limit on the amount and frequency of your ATM transactions. There is a maximum cash withdrawal amount of \$505.00 per day (**if there are sufficient funds in your account**) and a maximum aggregate deposit per day of \$20,010 per day at ATMs.

**A. Mobile Banking Remote Deposit Capture (RDC).** Use TwinStar's mobile banking platform to deposit a check from your smartphone or tablet. Deposits via RDC may not exceed \$25,000 in any 30 day period. **There may be certain charges for Mobile Banking Remote Deposit Capture services as set forth on the Business Services Fee Schedule.**

**B. Credit Union Connection/Online Banking.**

- Transfer by telephone or personal computer to or from a savings or checking account, including the following types of deposit accounts:
  - Savings
  - Holiday Savings
  - Special Subsidiary Accounts
  - Washington Uniform Transfer to Minors Accounts
  - Checking
  - Dollar Dog
  - Trust Accounts
- Add to your personal line of credit or home equity line of credit, and transfer the proceeds to any of the savings or checking accounts listed above, if you have them, or have the proceeds sent to you by having a check made payable to you mailed to the mailing address on your account.
- Transfer funds from any of the savings account, if you have them, or to any of your loans.

**C. Bill Payer.**

- When you apply for Bill Payer service you must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution.
- You or any persons who you have authorized to use your Online Banking or Bill Payer service or any access code can perform the following transactions:

**Bill Payments** Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.

**Obtain Information** Obtain information (payee information, payment status information, etc.) about your bill payment account status.

**Bill Payment Transactions** You authorized us to process bill payments from your designated account. You may use the Bill Payer service to initiate three different types of payment transactions:

- "On demand" payments are payments that are not reoccurring. The payments can be canceled or changed through the bill payment service up until 12PM ET before your Scheduled Debit Date.
- "Future" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Payer service before the Scheduled Payment Date.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the Bill Payer service before the Scheduled Payment Date.

**Authorized Payments** When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**D. CheckMate (Business Remote Deposit Capture).** Upon application approval and signed Agreement which governs Business's use of Credit Union's Remote Processing Services (the "**Remote Processing Services**"), Credit Union offers the Remote Processing Service under this Agreement only in association with one or more deposit accounts maintained by Business at Credit Union. The terms, provisions and conditions of this Agreement do not replace, but supplement, the Business Membership and Account Agreement that governs the accounts and services maintained by Business at Credit Union. **There is a service charge for CheckMate services as set forth on the Business Services Fee Schedule.**

**E. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and represented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the

transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

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

## **2. Service Limitations.**

### **A. ATMs**

**(1) Withdrawals.** For Credit Union ATMs, (i) there is no limit on the number of withdrawals you may make; however, you may be charged a fee as set forth in the Business Account Rate and Fee Schedule; and (ii) you may withdraw up to \$505.00 per day if there are sufficient funds in your account. If you overdraw your account, you may be charged an overdraft fee as set forth in the Business Account Rate and Fee Schedule. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and cannot provide an account balance and/or a lower limit may be in effect.

**(2) Deposits.** You may make deposits at designated ATMs. Because of the servicing schedule and processing time required in ATM operations, there may be a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. The first \$250.00 of an ATM deposit is available immediately; the remainder of the deposit is available one business day after the deposit. On an exception basis, longer holds may apply.

**B. Point of Sale.** Purchases at POS terminals can be made as often as you like from a checking account. You may purchase up to a maximum of \$2,500.00 of goods and services each day. This maximum amount is exclusive of the maximum withdrawals you may make at ATMs. Because of the servicing schedule there may be a limited occasion when the Credit Union computers are down and may limit you \$505.00 per day.

**C. Purchase Limitations.** There is no limit on the number of purchase transactions you may make during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. Because of the servicing schedule there may be a limited occasion when the Credit Union computers are down and may limit you \$1,000.00 per day. The Credit Union will place a hold on the funds in your account for your purchase authorizations. Holds will be for two (2) days from the date of purchase to allow for settlement or will be released when the transaction post to your account, whichever comes first.

**D. Online Banking Limitations.** Your accounts can be accessed under online banking via a personal computer. Online banking service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. The account balance and transaction history information may be limited to recent account information involving your accounts. The Credit Union may not immediately receive electronic communications that you send and the Credit Union will not take action based on electronic requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may contact the Credit Union by telephone. Transactions involving your deposit accounts are subject to the terms of your Business Membership and Account Agreement, and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable. Transfers from a savings account will be limited to six (6) in any one month.

**E. Bill Pay Limitations.** You may authorize new payment instructions or edit previously authorized payment instructions for payments that are either variable (e.g., payments on merchant accounts that vary in amount) or fixed (e.g., fixed mortgage payments). When you transmit a payment instruction to us, you authorize us to transfer funds from your checking account to fulfill the payment transaction. The Credit Union will not process any payment transaction if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to cover the payment transaction, we may refuse to make the payment and/or transfer funds from any overdraft protection account you have established, or overdraw your account and charge an overdraft fee as set forth in the Business Account Rate and Fee Schedule. The Credit Union reserves the right to refuse to process payment transactions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will attempt to withdraw the designated funds from your account for the payment on the same date you schedule the payment for and process your payment transaction within one (1) business day. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should schedule your payment transaction for a date that is at least five (5) business days before the bill is due. You are responsible for any late fees or finance charges that may be imposed as a result of your failure to schedule a timely bill payment transaction.

**F. Illegal Use and Internet Gambling.** You agree that all transactions that you initiate by use of your Visa debit card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. TwinStar Credit Union has restricted all online gambling transactions with the Visa debit card.

**3. Conditions of Account and Card Use.** The use of your Account and Card are subject to the following conditions:

- A. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- B. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- C. Security of Access Code.** The personal identification number or access code ("access code") that is automatically assigned or you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Credit Union Connection service or Online Banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**4. Authorized Users.** For any of your accounts accessed under this Agreement that you have designated or permitted an Authorized Signer or authorized user, you shall be fully responsible for all EFT transactions by any Authorized Signer or authorized users to or from any deposit or loan account as provided in this Agreement. You agree any Authorized Signer or authorized user may make any transaction permitted under this Agreement, including without limitation:

- To withdraw all or any part of the account funds.
- To deposit checks and other items payable to the account owners.
- To give stop payment orders on any EFT transfer, whether initiated by that account owner or not.
- To close any account with the disbursement of account proceeds as provided for in this Agreement.

Each Authorized Signer or authorized user is authorized to act for the account owner, and the Credit Union may accept orders and instructions, regarding any EFT transaction or any account from any Authorized Signer or authorized user. If the Credit Union believes there is to be a dispute between the account owner and an Authorized Signer or authorized user or receives inconsistent instructions from the account owner and or authorized user, the Credit Union may terminate all EFT services, suspend or close any account, require a court order to act, or require all parties to agree in writing to any transaction concerning the account.

**5. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit an Authorized Signer or any other persons to use an EFT service, Card, or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe that someone has used your Card or PIN without your permission or you have lost your Card, call during business hours or non-business hours: (800)258-3115 or write:

TwinStar Credit Union  
P.O. Box 718  
Olympia, WA 98507-0718

**6. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth on the Business Services Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. In addition, you should be aware of transaction surcharges that may be assessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.

**7. Right to Receive Documentation.**

- A. Periodic Statements.** Transfers and withdrawals transacted through an ATM, VISA Debit Card, Online Banking, or Credit Union Connection services will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- B. Terminal Receipt.** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal.
- C. Notices.** We reserve the right to change the terms and conditions upon which this service is offered. We will mail a notice to you before the effective date of any change, as required by law.

**8. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated in Section II. However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;

- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

**9. Credit Union Liability for Failure to Make Transfers.** You agree that neither we nor the service providers shall be responsible for any loss, property damage, or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers or by an agent or subcontractor for any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Internet Banking services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states which do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is closed, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code or used an access code in an incorrect manner, or you have not properly allowed any applicable computer or Credit Union user instructions for making Online Banking transactions.
- c. If the Card has expired or is damaged and cannot be used.
- d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash, or was not working properly, and you knew about the problem when you started the transaction.
- e. If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted such transaction.
- f. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- g. If the funds in your account are subject to an administrative hold, legal process, or other claim.
- h. If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.
- i. If the error was caused by a system beyond the Credit Union's control, such as your Internet Service Provider.
- j. The ATM or POS termination may retain your Card in certain instances, in which event you may contact us about its replacement.
- k. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number, or otherwise; the time you allow for payment delivery was insufficient; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus, or problems related to software not provided by Credit Union.
- m. If there are other exceptions as established by the Credit Union from time to time.

**9. Termination of Electronic Fund Transfer Services.** You agree that we may terminate this Agreement and any Card or electronic fund transfer service, if you, or any authorized user of your Card or access code, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Card or access code. You or any account owner can terminate this Agreement for electronic funds transfer services by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**10. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.