

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

By signing the Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Privacy Policy, and the Truth-in-Savings Disclosures (Rates and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments, which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## I. MEMBERSHIP AND ACCOUNTS

**Important Information about Procedures for Opening New Accounts.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**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 financial information data, and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we may offer. You agree that the Credit Union and its affiliates may share information about you or your account for marketing and administrative purposes, as allowed by law. You must complete payment of one share in your Savings account as a condition of admission to membership.

**2. Individual Accounts.** An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization 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 or payable on death ("POD") beneficiary, if applicable.

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

*a. Rights of Survivorship.* If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. A surviving owner's interest is subject to the Credit Union's statutory lien and security interest 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.

*b. Rights of Joint Account Owners.* Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. The Credit Union reserves the right to require consent of all owners to a termination or change in ownership of the account.

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

**4. POD Beneficiaries.** A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**5. Accounts for Minors.** For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

**6. Fiduciary Accounts.** A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to indorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

**7. Accounts of Businesses and Organizations.** Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing. By signing the Account Card, the business or organization certifies that it does not engage in internet gambling business and will notify the Credit Union before engaging in any internet gambling business in the future.

**8. Deposit Requirements and Limitations.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Share Certificate Account Receipt for each account, which is incorporated herein by this reference. We may refuse to accept any check or other item for deposit at any time, for any reason. 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. Indorsements.* You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are indorsed by all payees. You authorize the Credit Union to supply missing indorsements if the Credit Union chooses to supply such indorsements. The Credit Union reserves the right to verify all indorsements 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 indorsement as set forth on the back of the check, the Credit Union may require indorsement as set forth on the check. Indorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept checks or drafts with indorsements outside this space. However, if any such indorsement or

other markings you or any prior indorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. You agree to indorse any check deposited through a mobile deposit service with your signature and the legend "For Mobile Deposit at Alaska Air Group Credit Union."

*b. Collection of Items.* The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

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

*d. Direct Deposits.* The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union in writing at least sixty (60) calendar days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

*e. Crediting of Deposits.* Deposits made 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. Items drawn from an institution located outside the United States are handled on a collection basis only. Such items will be credited to your account when we receive final payment. Actual credit for check deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

## 9. Account Access.

*a. Authorized Signature.* In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any check or draft that appears to bear your facsimile signature even if an unauthorized person made it. 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 that is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, electronic transfer, audio response, or telephone). 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 check or draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

*c. ACH & Wire Transfers.* If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account 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. You acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All entries will be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You will bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries.

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.

e. **Electronic Check Transactions.**

i. **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") agreement subject to the terms in section III. ELECTRONIC FUNDS TRANSFER. You authorize us honor any electronic check conversion from your checking account just the same as a regular written check.

ii. **Electronic Re-presented 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 in section III. ELECTRONIC FUNDS TRANSFER. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will credit 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 credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

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

**11. Transaction Limitations.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks, drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to an NSF Fee, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of not less than 7 calendar days and up to 60 calendar days, as required by law, before such withdrawal.

**12. Insufficient Available Funds to Pay Items.**

a. **Order In Which Checks and Other Items Are Paid.** In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by the an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be presented to us in batches or data files and are paid when we process the data file. Checks in the same data file may be processed in any order we deem appropriate. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

b. **Determination of Available Balance to Pay Items.** Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available

to pay checks, ACHs, and other items presented against the account without incurring an overdraft or NSF fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

*c. Responsibility for Items Presented Against Insufficient Available Funds.* If on any day, the available funds in your checking account are not sufficient to cover checks 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 may have with us. 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 check. Your account will then be subject to an NSF Fee for the item whether paid or returned as set forth in the Rate and Fee Schedule. The Credit Union may charge a NSF fee each time a check or item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. However, the Credit Union will not charge an overdraft fee for covering an everyday ATM or debit card purchase transaction unless you request such protection. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a 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.

*d. Overdraft Protection* We may honor drafts or checks drawn on insufficient funds in any checking account by transferring the funds from your primary savings and/or line of credit loan account to your checking account. If you elect to have transfers from shares, funds will be transferred in the amount necessary to clear the overdrawn item. 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.

**13. 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 the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) calendar days unless continued in writing, within that time. If your check stop payment is given to us in writing, it will remain in effect for six (6) months, unless the Credit Union is notified in writing to release the stop. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account that is presented more than six months after its date.

#### **14. Stop Payment Orders.**

*a. Stop Payment Request.* You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date, and the exact amount of the check or item 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 the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

*b. Duration of Order.* You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. The Credit Union is not obligated to notify you when a stop payment order expires. A check stop payment confirmed in writing will remain in effect six (6) months unless the Credit Union is notified in writing to release the stop.

*c. Liability.* The Credit Union may charge a Stop Payment Fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or 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 may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney 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 indorser in failing to stop payment of an item as a result of incorrect information provided by you.

**15. 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.

**16. Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's 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. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

**17. Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, indorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

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

**19. Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission.

## **20. Notices.**

*a. Name or Address Changes.* It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union if provided in writing or in person, to the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a Returned Statement fee as set forth on the Rate and Fee Schedule.

*b. Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

*c. Effect of Notice.* Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the 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.

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

## **22. Statements.**

*a. Contents.* If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) become property of the Credit Union and will 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 an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy. You understand your statements are made available to you on the date the statement is mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that

they are made available on the date you are electronically notified of their availability. You also understand and agree that drafts or copies including electronic images thereof are made available to you on the date the statement is mailed to you, or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement. If your statement is provided electronically, statements will be electronically mailed to you as an attachment or made available to permit you to access, review, print and otherwise copy/download your periodic statements from our website using procedures we authorize. Electronic mails from us will be sent to the electronic mail address you provide. It is your responsibility to provide a current and correct e-mail address to the credit union. You are also responsible to keep us updated on e-mail address changes. Please be aware that your account statement may not show all owners, POD beneficiaries, or other persons with an interest in the account. If you wish to confirm the ownership, beneficiary designations, or other features of your accounts, please contact the credit union.

*b. Examination.* You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within sixty (60) calendar days of the mailing date of the earliest statement and availability of checks containing any forgery, 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 the Credit Union's retention of drafts or checks does not alter or waive your responsibility to examine your statements and draft or check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

**23. Dormant and Abandoned Accounts.** If you have not made a withdrawal from, deposit to, or transfer involving your account for more than the period specified in the Rate and Fee Schedule, and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account and may charge a Dormancy Fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee (if any) until closed. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you as provided or as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**24. Death of Account Owner.** The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

**25. Termination of Account.** The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (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; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

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

**27. Special Account Instructions.** You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond or 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. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

**28. Claim of Loss.** If you claim a credit or refund because of a forgery or alteration, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**29. 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.

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

**31. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of 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. FUNDS AVAILABILITY POLICY

**1. General Policy.** This policy applies to deposits to your checking account. For other accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. 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 6:00 p.m. 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 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you 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.

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

### 4. Longer Delays May Apply.

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

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

## 5. Special Rules for Shared Branching Deposits

If you are making a deposit at a shared branching location or mobile app, the following special rules will apply:

Funds from deposits of cash, U.S. government checks, Federal Reserve, Federal Home Loan checks and U.S. Postal Money Order checks will be available on the same day as the day of your deposit. Funds from deposits of payroll checks, meeting certain shared branching requirements and conditions, will be available on the same day as the day of your deposit. Funds from all other check deposits will be available on the second business day after the day of your deposit. The first \$225 of your deposits will be available on the first business day after the day of your deposit.

## 6. Special Rules for New Accounts.

If you are a new member, the following special rules will apply during the first 30 calendar days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state, and local government checks will be available on the first business day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## III. ELECTRONIC FUNDS TRANSFERS

By signing the Account Card, completing and transmitting an online account card or service request, or signing or using the Visa Debit Card, or Home Banking service you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, 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 direct deposits, automated teller machines ("ATMs"), point of sale transactions, debit card purchases, audio response transactions and online transactions involving your deposit accounts at the Credit Union.

### 1. Online Banking.

Upon approval, you may use a computer to access your accounts with the online banking ("Online Banking") service. You must use your member username along with your security code ("Password") and you may need to use a secure One Time Passcode (OTP) to log in to your accounts. Online Banking is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a personal computer and a web browser (such as Google Chrome, Firefox, Safari, etc.). The online address for Online Banking is [www.aagcu.org](http://www.aagcu.org). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer, browser, internet provider, etc.

a. *Online Banking Transactions.* At the present time, you may use Online Banking to:

- Transfer funds between your savings, checking, and Club accounts.
- Withdraw funds from your savings, checking, and Club accounts.
- Make loan payments from your savings, checking and Club accounts.
- Obtain account balance and transaction history on your savings, checking, and Club accounts.
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges.
- Review available copies of eStatements and tax information.
- Make bill payments from your savings or checking account using the Bill Pay service.

Transactions involving your savings and checking accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

b. *Online Banking Service Limitations & Requirements.* The following limitations and requirements on Online Banking transactions may apply:

i. Transaction Authorization. You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. Transfers. You may make transfers between accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or other agreements. The Credit

Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

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

## 2. Bill Pay Services.

Bill Pay services are governed by this Agreement and the IPAY Services Agreement online. When you apply for bill payment service ("Bill Pay") you may designate your savings or 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. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We or our service provider reserve the right to not allow the designation of a particular merchant or institution.

a. Bill Pay Transactions. You authorize us to process Bill Pay transactions from your savings or checking account. You or any persons who you have authorized to use your Bill Pay service or Password can perform the following Bill Pay transactions:

- Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated savings or checking account.
- Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- Bill Pay Payment Transactions. You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

i. Payment Transactions. You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's transfer date. Payments can be canceled or changed through Bill Pay until payments begin processing from the account. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

ii. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your savings or checking account. 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 process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized. The Credit Union reserves the right to refuse to process transactions that reasonably appear to the Credit Union to be fraudulent or erroneous.

a. Processing Bill Pay Transactions. The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least ten (10) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. You will be notified if a payment fails. The Credit Union will not process any Bill Pay 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 providing or entering. If there are insufficient funds in your account to make the Bill Pay request, the payment will not be processed. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

b. Canceling or Changing Bill Pay Transactions. Payments designated as single transactions cannot be stopped, canceled or changed once payments begin processing from the account. You may cancel recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment.

## 3. Mobile Banking Services.

Mobile Banking services are governed by this agreement and the Mobile Banking Agreement online. Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you

request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

a. *Mobile Banking Transactions.* At the present time, you may use Mobile Banking to:

- Transfer funds between your savings, checking, and Club accounts.
- Make loan payments from your savings, checking, and Club accounts.
- Obtain account balance and transaction history on your savings, checking, and Club accounts.
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges.
- Make bill payments from your savings or checking account using the Mobile Bill Payer service .

When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with any online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

ii. Access to Accounts. By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours; including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

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

i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or

privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. **No Commercial Use or Resale.** You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

v. **Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

vi. **Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

#### 4. VISA Debit Card.

You may use your VISA Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the Plus, Visa, and ACCEL and Allpoint Networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking 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 pursuant to the Overdraft Service or may terminate all services under the Agreement. At the present time, you may use your Debit card to make the following transactions on your accounts:

- Withdraw cash from your savings or checking accounts.
- Transfer funds between your savings or checking accounts.
- Obtain account balance information on savings and checking accounts.

. You may not exceed your dollar or transaction limits disclosed to you at card issuance.

#### 5. Preauthorized Electronic Funds Transfers and Direct Deposit

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

c. **Cancellation Rights.** If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you may cancel your request for the Credit Union to make the transfer at least to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel 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 for your losses or damages only if accurate information was provided to us.

d. **Notice of Varying Amount.** If these regular payments may vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

e. **Liability.** The Credit Union may charge a Stop Payment Fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney

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 indorser in failing to stop payment of an item as a result of incorrect information provided by you.

**6. Voice Teller (Audio Response) Services.** If we approve your application for telephone access to the accounts you have with us under the audio response service, you may use a telephone to access the account with us and conduct EFTs. You must use your PIN along with your account number to access the accounts. At the present time you may use the audio response service to:

- Withdraw funds from your share and checking accounts.
- Transfer funds among your share and checking accounts.
- Obtain balance information for your share and checking accounts.
- Make loan payments from your share and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on share accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit

**7. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("Electronic Check Transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time 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 in Section 9. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**8. Conditions of Card Use.** The use of your Card and Account 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 in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

*b. Honoring the Card.* Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund. You may not use the card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk to the Credit Union.

**9. Security of Access Codes (PIN).**

*a. Security.* The access code ("personal identification number or PIN or security code") 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 codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access codes you understand that person may use the 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.

*b. Authorization.* If you authorize anyone to use your access codes, 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 codes 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 codes are 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 account services immediately.

*c. Member Liability.* You are responsible for all transfers you authorize using your Card under this Agreement. If you permit other persons to use your Card or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your PIN or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Visa Debit Card purchase transactions, if you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if: (i) you can demonstrate that you exercised reasonable care in safekeeping your Card from risk of loss or theft; (ii) you have not reported two or more incidents of unauthorized use to us within the preceding 12 months; and (iii) your account is in good standing. If you notify us of your lost or stolen Card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to \$50. These liability limits will apply, provided you did not receive a benefit or the unauthorized use of your Card was by someone without actual, implied, or apparent authority, otherwise the liability limits set forth below may apply. For all other EFT transactions, including ATM Card transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Card, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized loan transactions through an EFT service is \$50.

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 be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Visa Debit Card purchase transactions - up to the limits set forth above and (ii) for all other unauthorized ATM transactions - up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or PIN have been lost or stolen call (206) 824-9800 during business hours or 833-285-1750 after hours. If you believe someone has transferred or may transfer money from your account without your permission call 833-285-1750. Visit our website [www.aagcu.org](http://www.aagcu.org) for the Visa Debit Card dispute forms.

**10. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**11. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any change as required by law. When you use an ATM that is not operated by us, you may be charged a fee by the ATM operator or an ATM network utilized for such a transaction, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. The ATM fee will be debited from your account. There is a transaction fee for each ATM withdrawal and balance inquiry made. The currency conversion rate for international transactions is a rate selected from the range of rates available in the wholesale currency markets for the applicable central processing date, which rate may vary from the government mandated rate in effect for the applicable central processing date. The transaction amount for foreign transactions will include a foreign transaction fee of one percent (1%) of the transaction amount.

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

*a. Periodic Statements.* Transfers, withdrawals, and purchases transacted through an ATM or POS terminal, and Online or Mobile Banking transactions 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. You may request that your statement be provided electronically.

*b. Terminal Receipt.* You get a receipt at the time you make a transaction form more than \$15 using an ATM or POS terminal. The receipt is provided by the terminal owner, and not by the credit union.

*c. Direct Deposit.* If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt such as a pay stub, you can find out whether or not the deposit has been made by calling us at (800) 626-3336. This does not apply to transactions occurring outside of the United States.

**13. Account Information Disclosure.** We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: [www.aagcu.org](http://www.aagcu.org). 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.

**14. Limitation of Liability for EFT Services.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. 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 or by Internet access providers or by online service providers or by an agent or subcontractor of 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 Online 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 that 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 for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable.

- If you used the wrong access code or you have not properly followed any applicable computer or Credit Union user instructions for making transfers.
- If your computer fails or malfunctions or the phone lines or Credit Union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- 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 the Credit Union.
- If there are other exceptions as established by the Credit Union.

#### 15. Preauthorized Electronic Fund Transfers.

*a. Stop Payment Rights.* If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify the Credit Union orally or in writing at least three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made.

*b. Notice of Varying Amounts.* If these regular payments may vary in amount, the company you are going to pay should tell you ten (10) days before each payment when it will be made and how much it will be.

*c. Liability for Failure to Stop Payment of Preauthorized Transfers.* 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 for your losses or damages.

**16. Termination of ATM and POS Services.** You agree that we may terminate this Agreement and your use of your ATM Card and POS services if you or any authorized user of your Card or PIN breach this or any other agreement with us or we have reason to believe that there has been an unauthorized use of your PIN or Card. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**17. VISA Account Updater Service.** Your account is automatically enrolled in the Visa Account Updater Service (VAU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the VAU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e. when replacing a lost or stolen Card). Card numbers are only supplied to merchants who participate in the VAU service. Because not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to your account.

**18. 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 twenty-one (21) 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.

**19. Negative Information Notice.** We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**20. Consent to Communications.** By providing an email address, telephone number for a cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents. This express consent applies to each such address or telephone number that you provide to us now or in the future and permits such communication regardless of their purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You agree that we will have this right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

**21. Telephonic Instructions** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**22. Notice of Electronic Funds Transfer Errors.** In case of errors or questions about your electronic transfers, telephone us at the phone number or write us at the address set forth in Section 9 above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a.* Tell us your name and account number.

- b. Describe the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) calendar days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, (to the extent possible without violating other members' rights to privacy) we will provide you copies of documents we relied upon to conclude that the error did not occur.

**23. ATM and Night Deposit Safety Notice.** The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

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

**24. National Credit Union Share Insurance Fund.** Member accounts in this credit union are federally insured to at least \$250,000 by the National Credit Union Share Insurance Fund.

**Remote Deposit Capture Service.** The following terms and conditions govern the use of the Remote Deposit Capture Services. You have entered into with the Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other Credit Union agreements, specific provisions regarding Remote Deposit Capture Services in this Agreement control over general provisions.

**25. Services.** The Credit Union's Remote Deposit Capture Services are designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or converted to Substitute Checks based on the information you provide. There is currently no charge for the Remote Deposit Capture Services. We reserve the right to impose charges for is service in the future.

## 26. Definitions.

- a. "*Business Day*" means any day of the week that is not a Saturday, Sunday, or Credit Union holiday.
- b. "*Member Agreement*" means collectively the Membership and Account Agreement and any other account information provided to you by us from time to time.
- c. "*Deposit Account*" means your Credit Union checking account, savings account, or money market savings account.
- d. "*Eligible Account*" means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in the Remote Deposit Capture Services.
- e. "*Eligible Device*" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Remote Deposit Capture Services.

f. “*Eligible Item*” means an original paper check that is payable to you and is within the meaning of a “check” as defined in Regulation CC and The Credit Union’s deposit guidelines. The following are **NOT** Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;
- Checks/items drawn on a foreign financial institution or payable in a foreign currency;
- Checks/items you suspect may be fraudulent or not properly authorized;
- Checks/items exceeding the Deposit Limits set forth below;
- Checks/items not acceptable under the terms of your Credit Union Membership Agreement

g. “*Item*” has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Remote Deposit Capture Services shall be deemed an “item” within that UCC definition.

h. “*Substitute Check*” means a paper check or item created from an electronic image in accordance with Regulation CC.

**27. Hardware and Software.** To use the Remote Deposit Capture Service, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Remote Deposit Capture Service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Remote Deposit Capture Services.

**28. Hours of Operation; Processing Cut-off Hour.** You can use the Remote Deposit Capture Service 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

**29. Funds Availability Disclosure.** Please refer to the Funds Availability Disclosure in the Membership Agreement Packet.

**30. Image Quality.** Each image transmitted to us using Remote Deposit Capture Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

**31. Endorsement Requirement.** Prior to scanning any item through the Remote Deposit Capture Services, you are to restrictively endorse the original item “**For Mobile Deposit Only, Alaska Air Group Credit Union, account # \_\_\_\_\_**”, check the Remote Deposit box, or as otherwise instructed by us.

**32. Confirmation of Receipt of Images.** You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, please note: confirmation of receipt does not mean that the transmission was error free or complete.

a. *Deposit Limits.* The following deposit limits apply to your use of the Remote Deposit Capture Services:

- \$2500.00 per day

We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion.

**33. Presentment.** The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union’s sole discretion and in accordance with the Credit Union Membership Disclosure and Credit Union policies applicable to your accounts.

**34. Storage and Destruction of Original Items.** Once you receive confirmation that the Credit Union has received your item image and successfully deposited the funds to your account, you may properly dispose of (for example shred) the item to avoid re-presentment.

**35. Returned Items and Right of Chargeback.** If any item you deposit through the Remote Deposit Capture Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your the Credit Union Membership Agreement. A returned-item Substitute Check may be re-deposited only in person by taking it to a The Credit Union branch. You may not redeposit the original item through the Remote Deposit Capture Services.

**36. Errors.** You are to notify us right away of any suspected errors regarding items deposited through the Remote Deposit Capture Services, in no event later than 60 days after the applicable the Credit Union account statement is sent. Unless you notify us within 60

days, the account statement shall be deemed correct, and you are barred from bringing a claim against us for alleged errors regarding any Remote Deposit Capture Services deposits shown on the statement.

### 37. Your Responsibilities.

**You agree, warrant and represent that you will:**

- Ensure that all information you provide the Credit Union is accurate and true.
- Use only Eligible Devices to access the Remote Deposit Capture Services.
- Endorse all items for the Remote Deposit Capture Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Remote Deposit Capture Services.
- Use the Remote Deposit Capture Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with the Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify The Credit Union against and hold us harmless from any loss arising from your breach of any part of this Agreement.

**You agree that you will not:**

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Remote Deposit Capture Services.
- Re-deposit or re-present any item or image previously transmitted through the Remote Deposit Capture Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

**You agree that we will:**

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

**You agree that we will not:**

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Remote Deposit Capture Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Remote Deposit Capture Services or any damages that might arise from unavailability.

**38. Limitations, Changes, Suspension or Termination of Remote Deposit Capture Services.** We reserve the right to change, limit, suspend or discontinue the Remote Deposit Capture Services or your use of the Remote Deposit Capture Services, in whole or in part, at any time without notice. Your continued use of the Remote Deposit Capture Services will constitute your acceptance of any changes to the Remote Deposit Capture Services. We may immediately and without notice terminate, suspend or limit the Remote Deposit Capture Services, or your use of the Remote Deposit Capture Services, if in our sole judgment, we believe there has been a security breach affecting the Remote Deposit Capture Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Remote Deposit Capture Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date and may be granted or declined in the Credit Union's sole discretion.

**39. Disclaimer of Warranties.** Please Note: Your use of the Remote Deposit Capture Services and all information and content (including third party information and content) is strictly at your own risk and the Remote Deposit Capture Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, express or implied, as to the Remote Deposit Capture Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Remote Deposit Capture Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Remote Deposit Capture Services or technology will be corrected.

**40. Limitation of Liability.** The Credit Union will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Remote Deposit Capture Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if The Credit Union has been informed of the possibility thereof.

**41. Amendments.** Unless otherwise required by law, The Credit Union may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on the Credit Union website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the Remote Deposit Capture Services may be limited, suspended or terminated.

**42. Electronic Consent; Notices.** Enrolling in the Remote Deposit Capture Service requires you to consent to receive information and notices regarding this Agreement and the Remote Deposit Capture Service via electronic means (for example, email or website). If you do not wish to consent to electronic notices about the Remote Deposit Capture Services, you may decline to enroll in the Remote Deposit Capture Service. Nevertheless, the Credit Union reserves the right to provide you any notices regarding this Agreement or the Remote Deposit Capture Service by non-electronic means (for example, statement notices or U.S. mail).