

This Agreement is the contract which covers your and our rights and responsibilities concerning electronic fund transfer (EFT) services offered to you by O Bee Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean the O Bee Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the Account Card or signing or using a Visa ATM or Debit Card ("Visa Card"), audio response services ("TellerPhone"), Online Banking or Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers ("EFTs") are electronically initiated transfers of money through preauthorized transfers and direct deposits, automated teller machines ("ATMs"), audio response ("TellerPhone") and Online Banking transactions, Point of Sale ("POS") terminals and Visa Card purchases involving your deposit accounts at the Credit Union.

1. Services.

a. Automated Teller Machines (ATMs). You may use your Visa Card and Personal Identification Number ("PIN") in ATMs of the Credit Union, or in any ATM that displays the Visa, PULSE Network, or Interlink logo, and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Make balance inquiries on savings and checking accounts.
- Other transactions as offered and permitted in the future.

b. Visa Card. You may use your Visa Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals with the VISA, PULSE Network, or Interlink logo, or other such terminals 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 insufficient to pay the transaction amount, the Credit Union may draw your checking account negative to cover your transaction or may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

c. Preauthorized Electronic Funds Transfers and Direct Deposits. 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 or insurance premium payment). 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 close your account.

d. TellerPhone. If we approve the TellerPhone service for your accounts, you must designate a separate four (4) digit personal identification code ("Access code"). You must use your Access Code along with your account number to access your accounts. At the present time you may use TellerPhone to:

- Obtain balance, withdrawal, dividend, loan payoff, due date, and cleared check information on your accounts.
- Transfer funds between your savings, checking, money market, and loan accounts as allowed.
- Other transactions as offered and permitted in the future.

e. Online Banking. If we approve your request for the Online Banking service, you may use your personal computer to access your accounts. After registering your account for Online Banking, you must use your password along with your account number to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day except for limited downtime due to maintenance and upgrades. You will need a personal computer with internet service. You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be

responsible for any errors or failures involving any telephone service, Internet service provider, or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking, money market and loan accounts.
- Obtain account balance, withdrawal, dividend, transaction history, and information on cleared checks.
- Review loan account information including payoff amounts, due dates, finance charges, and balance information.
- Make bill payments from your checking account.

2. Service Limitations.

a. Visa Cards. The following services are available using your Visa Cards. Services at ATMs are subject to limits placed by the owner of each ATM. Maximum withdrawal amounts may be limited by sufficient funds in your account. *Note that the limits mentioned below may be changed without notice if the situation required it, such as in the event of fraud.*

- ATM Withdrawals: 10 per day for a maximum of \$1,000.
- ATM Transfers: You may transfer funds between your checking and savings accounts.
- ATM Deposits: If available, you may make deposits at O Bee Credit Union ATMs. The servicing and processing of ATMs varies and may result in a delay between the time a deposit is made and when it will be available for withdrawal. Please refer to the Credit Union's Regulation CC Funds Availability Policy.
- Point-of-Sale ("POS") Purchases: 25 per day for a maximum of \$2,500.

b. TellerPhone. Your accounts can be accessed under audio response via a touchtone telephone only. Not all pushbutton phones are touchtone. The TellerPhone service will be available for your convenience seven (7) days per week. This service may be interrupted for short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a savings or money market account. Such transfers will be limited to six (6) in any one month. There is a five (5) minute time limit per call. The system will also discontinue service after three unsuccessful attempts to enter a transaction.

c. Online Banking. The following limitations may apply:

- Transfers. You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer.
- Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts.
- Email. The Credit Union may not immediately receive email communications that you send, and the Credit Union will not take action based on email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4 – Member Liability.
- Bill Payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments. When you submit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule for payment. The Credit Union will process your bill payment transfer within one (1) business day of the date you schedule for payment. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) days before a bill is due. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. You may cancel or place a stop payment on bill payment under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a payment that you

have already, you may electronically edit or cancel your payment request through the Online Banking service. Your request must be submitted before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place a verbal stop payment on a bill payment transaction, the Credit Union must receive your verbal stop payment request to 360-943-0740 at least three (3) business days before the payment is scheduled to be made under Section 10.

3. Conditions of Account Use. The use of your Account is subject to the following conditions:

- **Ownership of Visa Cards.** Any Visa Card which we supply to you must be properly secured or destroyed if you no longer wish to continue its use. Use of a Visa Card is a privilege and the Credit Union retains the right to cancel your Visa Card at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.
- **Honoring the Visa Card.** Neither we nor merchants authorized to honor the Visa Card will be responsible for the failure or refusal to honor the Visa Card 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.
- **Security of Your Visa Card and/or PIN.** The personal identification number ("PIN") that you select is for your security purposes. The PIN is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, this authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your Visa Card and/or PIN and the Credit Union suffers a loss, we reserve the right to limit or terminate your Visa Card services immediately.

4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card, TellerPhone, Online or Mobile Banking, you are responsible for any transactions they authorize or conduct on any of your accounts. You agree you will notify the Credit Union immediately if you believe anyone has accessed your accounts without your authority. Contacting us by telephone at 360-943-0740 or toll-free at 800-453-4270 is the best method of avoiding potential losses.

- **VISA Card Transactions:** If you notify us of your lost or stolen card, you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply.
- **EFT Transactions:** If you notify 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 EFT service, 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.
- **Unauthorized EFT Transactions on your Monthly Statement:** If you do not notify 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 EFT 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.

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

6. Fees and Charges. Please refer to our Truth-in-Savings form which is available by request at www.obee.com.

7. Right to Receive Documentation.

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, TellerPhone, Online or Mobile Banking, or with a participating merchant will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You get a receipt at the time you make a transaction (except inquiries) using an ATM or POS terminal or with a participating merchant.

c. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit

has been made by logging into Online or Mobile Banking, or contacting the Credit Union. This does not apply to transactions occurring outside the United States.

8. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- 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;
- To comply with government agency or court orders;
- If you give us your express permission.

9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.
- If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer transactions.
- If the Card has expired or is damaged and cannot be used.
- If the ATM where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- If your computer fails or malfunctions or the TellerPhone or Online Banking services were 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, through no fault of the Credit Union, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allowed for a payment was inadequate; or the payee failed to process the payment correctly or in a timely manner and a fee, penalty or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control, such as an ATM network, telecommunications system, or Internet service provider.
- The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- If there are other exceptions as established by the Credit Union.

10. Stop Payments of Preauthorized Electronic Fund Transfers.

- **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 (excluding Online and Mobile Banking bill payments), you may stop payment of preauthorized transfers from your account. You must notify the Credit Union verbally or in writing at the telephone number and address stated above any time up to 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 order shall cease to be binding fourteen (14) days after it has been made.
- **Notice of Varying Amounts.** If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **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.

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

12. 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.

13. Billing Errors. In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth 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. This notice must include your name and account number, the dollar amount of the suspected error, and full description about the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) calendar days. We will promptly investigate the matter and determine within ten [10] business days from the date of your dispute, whether or not an error occurred. For errors related to transactions occurring within thirty [30] 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] days to investigate your complaint or question. If we decide to do this, we will credit your account within [10] business days (five [5] business days for Visa Card transactions) 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 credit your account. For POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States, we will have ninety [90] calendar days instead of forty-five [45] calendar days, unless otherwise required by law, to investigate your complaint or question. 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, we will provide you copies of documents [to the extent possible without violating other members' rights to privacy] relied upon to conclude that the error did not occur.

14. ATM Safety Notice. The following information is a list of safety precautions regarding the use of ATMs and Night Deposit ("Night Drop") Facilities.

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

15. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney 's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions

be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.