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## Business Membership and Account Agreement

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean the business, organization, or person who is the account owner, and those who sign the Business Account Card ("Account Card"). The words "we," "us," and "our" mean Cascade Community Credit Union ("Credit Union"). The word "account" means any one or more deposit 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 Services Agreement**, and the **Rates and Fee Schedule** accompanying this Agreement, which collectively govern your Business 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

#### 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 requirements in the Credit Union's Bylaws. You authorize us to check financial information data about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agencies, to verify your eligibility for the accounts and services you request.

#### 2. Natural Person Owner Business Accounts

A Natural Person Business account is an account owned by one or more natural person depositors as individuals (including sole proprietors) qualified for Credit Union membership. For a Natural Person Business account, the interest of the last individual account owner of record, when deceased, will pass to the decedent's estate, or Payable on Death (POD) beneficiary/payee, subject to applicable law.

#### 3. Business Accounts Owned By Entities (Including Businesses and Organizations)

You must designate on the Account Card who is authorized to act as an Authorized Signer or Viewer on behalf of the Member/Account Owner. 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 in writing of changes and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to an entity (including club or association) may not be cashed but must be deposited in the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the Account Owner unless the Credit Union has actual notice of any wrongdoing.

#### 4. Account Authorization

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

a. *Authorized Parties.* The persons named on the Account Card or Account Change of Authority are authorized to act on behalf of the Member with respect to accounts based upon the authority set forth on the Business Account Card or Account Change of Authority.

*Member Representatives* are vested with full authority to open and close accounts on behalf of the Member and transact any business of any nature on such accounts.

*Authorized Signers* are vested with limited authority to transact any business on such accounts including the following, but may not make changes on or to the accounts:

- 1) Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- 2) Signing drafts, checks and other orders for payment or withdrawal;

- 3) Issuing instructions regarding order for payment or withdrawal;
- 4) Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Member; and
- 5) Receiving information of any nature about the account.

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

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

## 5. Deposits

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 nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. *Endorsements.* You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, any name authorized on the Account Card, whether or not they are endorsed by all owners. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. Insurance, government, and certain other checks or drafts must be endorsed in person exactly as they are made payable. Endorsements must be placed in the space on the back of the share checking or check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement causes any delay in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay. The Credit Union may disregard information on any check other than the signature of the drawer and MICR information. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is made with full reservation of rights.

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 noncash deposits posted 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 deposits and impose a return 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 endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

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 at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel the direct deposit or direct transfer option. Upon a filing of 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 will be credited to your transaction account according to the Funds Availability Policy. The Credit Union reserves the right to delay the availability of funds deposited to other accounts for periods longer than those in the Funds Availability Policy.

## 6. Account Access

a. *Authorized Signature.* 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 open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any check that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. *Access Options.* You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. The Credit Union may return as unpaid any check that is not in the form provided by the Credit Union. The Credit Union may restrict the withdrawals or transfers on your accounts.

c. *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) subject to the terms of the Electronic Services Agreement. You authorize us to 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 that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an Electronic Services subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the 15 day period, we will re-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 re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

d. *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 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. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A, and (if the transfer is cleared through the Federal Reserve) by Federal Reserve Regulation J. International wire transfers are governed by the Consumer Financial Protection Bureau Regulation E. ACH transactions are governed by the rules of the National Automated Clearing House Association. Under those rules, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within 15 days after we send, or make available to you, the statement containing that entry. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

e. *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.

## 7. Account Rates and Fees

The Credit Union's payment of earnings on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule. You agree the Credit Union may impose fees 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. Any certificate account you establish with the Credit Union is subject to the terms of this Agreement.

## 8. Account Transaction Limitations

a. *Withdrawal Restrictions.* The Credit Union is only required to permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Service Pricing 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 can 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 has been pledged as collateral for a debt to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. 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 share checking) of not less than seven (7) days and up to sixty (60) days before such withdrawal.

b. *Internet Gambling.* By signing the Account Card, you certify that you do not engage in internet gambling business and will notify the Credit Union before engaging in any internet gambling business in the future.

c. *Money Service Business.* By signing the Account Card, you certify that you are not a Money Service Business and will not engage in any activity that meets the definition of a Money Service Business (as defined at 31CFR 1010.100(ff))(See Appendix).

## 9. Overdrafts

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 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 overdrafts service 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.* 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 items presented against the account without incurring an overdraft or non-sufficient funds 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 the Credit Union has 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. *Overdraft Liability.* 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 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 a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. 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 overdraft 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 Plan.* If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your checking account by initiating a transfer of the necessary funds from a loan account or another deposit account of yours to your checking account. We will transfer funds to your checking account from a loan or share account in the order you have directed. Transfers from a deposit account will be governed by this Agreement. Transfers from a line of credit account will be governed by your Loan Agreement.

e. Overdraft Service. We may offer a discretionary overdraft service (Overdraft Service) to cover overdrafts on your checking accounts. The Credit Union offers the Overdraft Service to eligible business checking account owners who qualify. The Overdraft Service is provided to qualified accounts automatically for checks; ACH; debit card purchase transactions; and online transactions and you have the option to opt-out of the service at any time.

f. Terms & Conditions of Overdraft Service. The Overdraft Service will be provided under the following terms and conditions.

i. Discretionary Service. Under the Overdraft Service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

ii. Overdraft Transactions Covered. If on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

iii. Overdraft Limit. If you qualify, the Credit Union may pay overdrafts up to a limit to which you qualify, we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements. If you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds.

iv. Overdraft Fees. There is an Overdraft fee for each overdraft check or item we pay as set forth on the Rate and Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on the Rate and Fee Schedule. These fees may be amended as set forth in our Rate and Fee Schedule. There is no limit on the amount of overdraft fees that we will charge on any one day. If you have excess overdraft activity we will notify you in writing to consider discontinuing the Service.

g. Member Repayment Responsibility. You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 45 days of notice from us, we may immediately suspend the Overdraft service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

h. Member Opt-Out Right. We offer the Overdraft service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Overdraft service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

## 10. Postdated and Staledated Items

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

## 11. 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 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 ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the

number of the account, date and number of the item, its exact amount, and to whom it was issued. 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 stop payment confirmed in writing will remain in effect unless the Credit Union is notified in writing to release the stop.

c. *Liability.* The Credit Union may charge a fee for each stop payment order requested, as set forth in 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 endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## 12. Credit Union Liability

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union may be liable for your losses or damages but 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 including your failure to examine your statements, (d) the negligence of another financial institution, or (e) the funds in your account is subject to legal process or other claim. In no event will the Credit Union be liable for consequential damages. 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.

## 13. Lien and Security Interest.

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness, including any costs or attorney's fees incurred by the Credit Union in enforcing its rights, 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 deposit 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.

## 14. 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 or may pay out funds according to the terms of the legal action. 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.

## 15. 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 regarding an individual 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.

## 16. Notices

a. *Name or Address Changes.* It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in

writing, or in person. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Rate and Fee Schedule.

b. *Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. If required by law, the Credit Union will notify you of any changes in terms, rates, or fees at such time as is required by law. To the extent permitted by law, amendments will be effective upon posting of the amendments in the branch office or upon delivery of notice to the last mailing address which you have specified for this account or to the last email address if you have agreed to receive electronic statements. You agree only one notice to any Owner or Signer is necessary. You may terminate your account prior to the effective date of any changes. You agree that oral instructions are binding and agree to hold Credit Union harmless from any liability arising as a result of such instructions. Changes in account ownership composition, any account beneficiary, entity type, tax identification number, assumed business names, the name or alias of any Signer, must be evidenced by a signed authorization of an account Owner which upon execution will be binding on all parties and will be incorporated herein by this reference.

c. *Effect of Notice.* Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. 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.

d. *Electronic Signatures.* You understand and agree that your electronic consent is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

## 17. 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. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you.

b. *Electronic Statements (E-Statements).* If your statement is provided electronically, statements will be electronically mailed to you as an attachment or you will be sent an electronic mail notice that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address provided by the account owner.

c. *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 check or item drawn on your account if (i) you fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item or (ii) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

d. *Notice to Credit Union.* You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and drafts are made available to you.

## 18. Inactive and Abandoned Accounts

If you have an account that you have not made a withdrawal from, deposit to, renewal of, or transfer involving your account for more than twelve (12) months, the Credit Union may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. If your account is classified as inactive and the Credit Union has been unable to contact you by regular mail during this period, the Credit Union may classify your account as dormant and may charge an inactive account service fee as allowed by law and set forth on the Rate and Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum balance requirement. You authorize us to transfer funds from any 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**19. 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: (a) there is a change in owners or authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) there is a dispute as to the ownership of the funds in the account, (d) any account checks are lost or stolen, (e) if there are excessive returned unpaid items not covered by an overdraft plan, or (f) if there has been any misrepresentation or any other abuse of any of your accounts, (g) we reasonably deem it necessary to prevent a loss to us, or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business, or any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

**20. Termination of Membership, Limitation of Member Access/Services**

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint account owner on another account.

We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

**21. Special Account Instructions**

The Credit Union may be able to facilitate certain account succession arrangements you may request. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets your specific succession requirements. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection. 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. 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.

**22. Waiver**

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

**23. Severability**

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

**24. Enforcement**

You agree to be liable 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.

**25. Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located. 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.

**26. Marijuana, Related Activity (MRB) and Other Illegal Substances**

You agree that you are not engaged and will not engage in any activity in violation of the federal controlled substances act (including the manufacture, distribution, or dispensing of marijuana), or other illegal substances. You agree that you will not use any of your credit



union accounts, access devices or services for MRB or illegal substance related business. If violated, we may terminate your account relationship with the credit union. Note: the credit union does not differentiate hemp from MRB related business except to allow employees of state and federally regulated hemp growers to maintain personal accounts.

## **27. Other Illegal Activities/Transactions**

You agree that you will not use any of your credit union accounts, access devices or services to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity (Regulation GG), financial crimes, including but not limited to: embezzlement, identity theft, money laundering, or terrorist activity (BSA Act). We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or involves unlawful internet gambling. You agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us that results directly or indirectly from such illegal use. We will not be liable to you if we act in good faith to suspend your accounts or notify our regulator or local, state, or federal law enforcement regarding any activity, we believe to be illegal, suspicious, or unenforceable.

## **28. Consent to Contact**

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.

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## **II. FUNDS AVAILABILITY POLICY**

### **1. General Funds Availability Policy**

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law.

For checking accounts, our general 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. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 pm or on a day that 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. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### **3. Holds on Other Funds**

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

### **4. Longer Delays May Apply**

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

- 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 past.

- 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 seven (7) business days after the day of your deposit.

## 5. Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct 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, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth (9<sup>th</sup>) 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 (2<sup>nd</sup>) business day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9<sup>th</sup>) business day after the day of your deposit.

## 6. Deposits at Nonproprietary ATMs

Funds from any deposits (cash or check) made at automated teller machines (ATMs) we do not own or operate will not be available until four (4) business day after the date of your deposit. This limit does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified accordingly.

## 7. Cash Deposits Made At a Cash-Detecting Co-Op Network Automated Teller Machine (ATM)

All funds you deposit to your account at an ATM identified as part of the Co-Op™ network and which are detected by the ATM as cash will be made available immediately.

## 8. Foreign Coin, Currency, Checks or Drafts

Checks or drafts drawn on financial institutions located outside the U.S. (foreign checks or drafts) cannot be processed the same as checks or drafts drawn on U.S. financial institutions and are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks or drafts will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn. In this policy, 'cash' does not include foreign coin or currency.

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## III. ELECTRONIC SERVICES AGREEMENT

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including: Online and Digital Banking (Mobile Banking, Bill Pay, ATM and Debit Cards, and Direct Deposit and Mobile Deposit services) (collectively "Electronic Services") offered to you by Cascade Community Federal Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Cascade Community Federal Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines, point of sale transactions, debit card purchases, and online transactions involving your deposit account. By signing the account card or submitting an electronic service approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

### 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") to access 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.cascadecu.org](http://www.cascadecu.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 and checking accounts.
- Make loan payments from your savings and checking accounts.
- Obtain account balance and transaction history on your savings and checking accounts.
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges.
- Review available copies of cleared checks eStatements and tax information.
- Make bill payments from your 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. 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 at the time of the transfer, except as limited under this Agreement or your deposit or loan 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

Refer to separate Bill Pay Agreement.

## 3. Mobile Deposit Services

Refer to separate Mobile Deposit Agreement.

## 4. Mobile Banking Services

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

The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking enrollment website at [www.cascadecu.org](http://www.cascadecu.org). 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 the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, mis delivery 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 attorney's 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, mis delivery 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.

## 5. ATM Transactions.

You may use your ATM card (Card) and Personal Identification Number (PIN) in automated teller machines of the Credit Union; STAR/MAC, Plus, and Co-op Networks; and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings or checking accounts.
- Transfer funds between your savings, checking accounts or loan accounts.
- Obtain account balance information on savings and checking accounts.
- Make loan payments from savings or checking accounts.
- Make deposits to your savings or checking accounts at Credit Union ATMs and selected Co-op Network ATMs.

You may make ten (10) withdrawals at Credit Union ATMs and nonproprietary ATMs in anyone (1) day. You may withdraw up to \$1,010 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to security requirements and limits placed by each individual ATM and including any applicable fees. You may transfer between your share, savings or checking accounts up to the balance in your accounts at the time of the transfer at available locations.

#### **6. Visa Check 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 STAR/MAC, Plus, and Co-op Networks (with PIN) and Plus network (without PIN) 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, checking accounts or loan accounts.
- Obtain account balance information on savings and checking accounts.
- Make loan payments from savings or checking accounts.
- Make deposits to your savings or checking accounts at Credit Union ATMs and selected Co-op Network ATMs.

There is no limit on the number of POS purchase transactions you may make by Card during a statement period. You make purchase amounts up to a maximum of \$5,000 per day. You may withdraw up to \$1,010 (if there are sufficient funds available in your account) per day at any authorized ATM, subject to security requirements and limits placed by each individual ATM and including any applicable fees. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set security requirements and other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

#### **7. Touch Tone Teller (Audio Response)**

If we approve the Touchtone Teller audio response access service for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

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

Your accounts can be accessed under the Touchtone Teller audio response service via a touch-tone telephone only. Touchtone Teller service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

#### **8. 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.

## 9. Security of Access Code (Password)

The access code is your Password you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use the Online Banking, Mobile Banking or Bill Pay service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Password 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 Password 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 Password is changed. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

## 10. Member Liability

You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Password or access code and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords, and other information to prevent unauthorized access to or use of your Accounts through this Service. When you give someone your password, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: (541) 672-900 or (800) 848-0618

In person at one of the Cascade Community Federal Credit Union branches.

Mail: Cascade Community Federal Credit Union, 1123 West Harvard Avenue, Roseburg, OR 97471

**11. Business Days.** Our business days are Monday through Friday, excluding federal holidays.

**12. Fees and Charges.** The fees and charges for the electronic services are set forth in the Rate and Fee Schedule. Fees and charges may be changed from time to time, as disclosed on our current Rate and Fee Schedule. We will notify you of any changes as required by law.

## 13. Transaction & Account Information

a. *Statement Information.* Transactions submitted through Online or Mobile Banking, Bill Pay, or external transfer services will be recorded on your monthly statement sent to you by mail or eStatements if you have requested e-statements.

b. *Direct Deposits.* 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 contacting the Credit Union as set forth above.

c. *Account Information Disclosure.* We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at [www.cascadecu.org](http://www.cascadecu.org). However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- 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 agencies or court orders;
- If you give us your express written permission.

## 14. Preauthorized Electronic Fund Transfers

a. *Cancellation Rights.* If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you may cancel your request for the Credit Union to make the transfer at least to three 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 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.

b. *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.

c. *Liability.* The Credit Union may charge a 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 endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## 15. Credit Union Liability for Electronic Services

The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report any error or discrepancy reflected in a statement prepared by us within thirty (30) days of the mailing date of the earliest statement containing the error, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

## 16. Termination of Electronic Services

You agree that we may terminate this Agreement and your eTeller or Bill Pay services, if you, or any authorized user of EFT services or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## 17. Amendments

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail, 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.

## 18. Enforcement

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

**IV. PRIVACY POLICY**

<b>FACTS</b>	<b>WHAT DOES CASCADE COMMUNITY FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?</b>																						
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.																						
<b>WHAT?</b>	<p>The types of personal information we collect, and share depend on the accounts or services you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>Name, address, and Social Security Number</li> <li>Account balances and transaction history</li> <li>Income, payment, and overdraft history</li> <li>Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our member, we continue to share your information as described in this notice.</p>																						
<b>HOW?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Cascade Community Federal Credit Union chooses to share; and whether you can limit this sharing.																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">REASONS WE CAN SHARE YOUR PERSONAL INFORMATION</th> <th style="width: 25%; text-align: center;">DOES CASCADE COMMUNITY FEDERAL CREDIT UNION SHARE?</th> <th style="width: 25%; text-align: center;">CAN YOU LIMIT THIS SHARING?</th> </tr> </thead> <tbody> <tr> <td><b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td><b>For our marketing purposes</b> - to offer our products and services to you</td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td><b>For joint marketing with other financial companies</b></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td><b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences</td> <td style="text-align: center;">No</td> <td style="text-align: center;">We don't share</td> </tr> <tr> <td><b>For our affiliates' everyday business purposes</b> - information about your creditworthiness</td> <td style="text-align: center;">No</td> <td style="text-align: center;">We don't share</td> </tr> <tr> <td><b>For nonaffiliates to market to you</b></td> <td style="text-align: center;">No</td> <td style="text-align: center;">We don't share</td> </tr> </tbody> </table>			REASONS WE CAN SHARE YOUR PERSONAL INFORMATION	DOES CASCADE COMMUNITY FEDERAL CREDIT UNION SHARE?	CAN YOU LIMIT THIS SHARING?	<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No	<b>For joint marketing with other financial companies</b>	Yes	No	<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	No	We don't share	<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share	<b>For nonaffiliates to market to you</b>	No	We don't share
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<b>QUESTIONS?</b>	Call 800.848.0618 or 541.672.9000 or write to us at: Cascade Community Federal Credit Union, 1123 W. Harvard, Roseburg, OR 97471																						
<b>WHO WE ARE</b>																							
<b>Who is providing this notice?</b>	Cascade Community Federal Credit Union																						



<b>WHAT WE DO</b>	
<b>How does Cascade Community Federal Credit Union protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Cascade Community Federal Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or apply for a loan.</li> <li>• apply for any credit union service.</li> <li>• you visit our website, provide us information on any online application or transaction, or information you send to us by email.</li> <li>• use your credit or debit card or pay your bills.</li> <li>• make deposits to or withdrawals from your accounts.</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes- information about your creditworthiness</li> <li>• affiliates from using your information to market to you.</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>DEFINITIONS</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Cascade Community Federal Credit Union has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Cascade Community Federal Credit Union does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between Cascade Community Federal Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Cascade Community Federal Credit Unions' joint marketing partners include financial service providers.</i></li> </ul>