

The Electronic Funds Transfers Agreement and Disclosure with Columbia Credit Union and End User License Agreement with Intuit Financial Services are separate and distinct contractual obligations you will have with each party.

**COLUMBIA CREDIT UNION
ELECTRONIC FUNDS TRANSFERS
AGREEMENT AND DISCLOSURE**

This Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered to you by Columbia Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application as applicants, or joint owners, or sign a card or use an electronic funds transfer service, or any authorized users. The words “we,” “us,” and “our” mean the Columbia Credit Union. The word “account” means any one or more deposit accounts you have with the Credit Union. By signing the Account Card, signing or using a Cash Card or Debit Card, submitting your online acceptance below, or using the automated telephone access service or online banking services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through direct deposits, electronic check transactions, Cash Card transactions at automated teller machines (“ATMs”) online banking transactions, Debit Card purchases involving your deposit accounts at the Credit Union.

1. Services.

- a. Debit Card. If we approve your application, you may use your Debit Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Debit Card purchases will be deducted from your checking account. A Debit Card purchase will not be authorized if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. For a Debit Card purchase that has been authorized, if there are insufficient funds in your account at the time the authorized transaction is processed by the Credit Union, the funds in your overdraft protection account may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account will be subject to a charge as set forth in the Rates and Fee Schedule, and the Credit Union may terminate all services under this Agreement. You may also use your Debit Card and access code in automated teller machines of the Credit Union, and such other machines or facilities we may designate from time to time. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain balance information for your savings or checking account.

- b. Non-VISA Debit Transactions. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another EFT network. Your debit transactions may be processed by any EFT network that Columbia Credit Union participates.

Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA’s zero

liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled “Member Liability” will apply.

- c. Direct Deposit and ACH. Upon instruction of (i) your employer or (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. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account will be covered by overdraft protection if funds are available and a fee may be charged as set forth in the Account Rates and Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Account Rates and Fee Schedule and may be returned to the payer.
- d. Automated Telephone Access. If we approve automated telephone access service for your accounts, you must designate a separate access code. You must use your access code along with your account number to access your accounts. At the present time you may use the automated telephone access service to:
 - Change your access code; obtain balance, withdrawal, dividend, and loan payoff, due date information, cleared check information on your accounts at the Credit Union.
 - Transfer funds between your shares, checking, and loan accounts as allowed, including loan payments.
 - Other transactions as offered and permitted in the future.
- e. Online Banking Services. Upon approval, you may use your personal computer to access your accounts. You must use your login ID and password to access your accounts. You will need a personal computer or a mobile device and a web browser (such as Mozilla Firefox® or Internet Explorer®). The online address for the online banking service is www.columbiacuwb.org. You are responsible for the installation, maintenance and operation of your computer and connection. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet Service Provider, your computer or mobile device. You understand that online transactions with any mobile device is also subject to the Mobile Banking Service Addendum which is incorporated herein. At the present time, you may use the online banking service to:
 - Transfer funds between your accounts.
 - Review account balance, transaction history, and tax information for any of your accounts.
 - Review information on your loan account including payoff amounts, due dates, interest rate, and balance information.
 - Make bill payments from your checking account using the bill payment service.
- f. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (“electronic check transactions”). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant’s right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions except the \$50 and \$500 limits of liability for unauthorized transactions in Section 4, Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Service Limitations.

- a. Debit Card.
 - (1) POS Purchases. You are limited to 20 point-of-purchase (POS) transactions you may make on any day during a statement period. No purchase may exceed the available funds in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction,

and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

- (2) **Cash Withdrawals.** For Credit Union ATMs, (i) you are limited to 15 cash withdrawals you may make per day; and (ii) you are limited to withdrawing up to \$500 per day if there are sufficient funds in your account. If you overdraw your account, you may be charged an overdraft fee as set forth on the Rate and Fee Schedule. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and the screen will say "System Unavailable" when the machine is not in service.
 - (3) **Transfers.** You may transfer between your regular share savings and share draft accounts up to the balance in your accounts at the time of the transfer at available locations.
 - (4) **Deposits.** You may make deposits only at ATMs owned and operated by the Credit Union. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.
- b. **Automated Telephone Access.** Your accounts can be accessed via a touchtone telephone only. Not all pushbutton phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a share or money market account. Transfers from a Savings account will be limited to six (6) in any one month.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

- c. **Online Banking Service Limitations.** The following limitations on online banking transactions may apply:
- (1) **Transfers.** You may make funds transfers to your other accounts as often as you like. However, transfers from your savings or money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements.
 - (2) **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.
 - (3) **Connection.** Your online banking connection will disconnect after a set time, which will vary based on your user settings. You will be notified before disconnection and an option will appear to stay connected. If disconnected, you must reconnect.
 - (4) **Inactivity.** If you fail to use your online banking password for 90 days, your access may be terminated for inactivity.

- (5) Bill Payment Service. When you apply for bill payment service you must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. We reserve the right to terminate any EFT service for any reason, including your nonuse of the Bill Pay services.

You or any persons who you have authorized to use your online banking or bill payment service or any access code can perform the following transactions:

- (i.) Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated Checking Account.
- (ii.) Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- (iii.) Bill Payment Transactions. You authorize us to process bill payments from your designated account. You may use the bill payment service to initiate different types of payment transactions:
- “Manual” payments are payments that are not recurring. You initiate each payment by setting the payment amount and send date. The payments can be canceled or changed through the bill payment service up until 7:30 PM on the scheduled send date.
 - “Recurring” payments are automatic payments that are sent based on a regular interval and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the bill payment service up until 7:30 PM on the scheduled send date.
 - “Autopay” is an option similar to recurring payments but Autopay is tied to an electronic bill (“ebill”). When you receive an ebill, you may make a payment based upon rules you establish. For example, you may elect to pay the minimum or full amount due listed on the ebill. If you do not receive the ebill, a payment will not be made.
- (iv.) Authorized Payments. When you transmit bill payment instructions to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.
- (v.) Processing Payments. The amount of your requested bill payments will be deducted from your checking account. You will receive a conformation number at the time of each transaction. You must have sufficient funds available to cover your payment on the date the payment is scheduled for processing. There is a dollar limit of \$9,999.99 (or your available balance) on any payment. No more than \$19,999.99 may be sent from any bill payment account in one day.

Bill payments are delivered to the payee either electronically, which may take up to three business days from the scheduled send date, or by check to those payees not set up to accept electronic payments, which may take up to five business days from the scheduled send date. It is your responsibility to schedule your

bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

For eligible payees, you may choose to send an expedited payment for faster delivery. Fees will apply for this service and may vary depending on the type of payee. You must agree to these fees at the time of scheduling an expedited payment and have sufficient funds available in your designated checking account for the payment and expedited fees. Expedited payments cannot be cancelled or edited.

- (vi.) Canceling or Changing Bill Payments. You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (*i.e.*, payment date or payment amount) for a bill payment that you have already scheduled for transmission through the bill payment service, you may electronically edit or cancel your payment request through bill payment. Your cancellation request must be entered and transmitted through the bill payment service before 7:30 PM on the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place stop payment on a bill payment transaction that has already been processed by check, you may contact us at (360) 891-4000. Stop payment fees may apply, as stated on the Rate & Fee Schedule. Stop payments cannot be placed on payments that have been sent electronically.

You may cancel an Autopay if it is not in a "Setting Up Ebill" status. The option to cancel it will become available after the first ebill is processed, typically within one to two statement cycles.

- (vii) Your Responsibilities. You authorize the Credit Union to post payment transactions generated through the Bill Payment Service provider, to the checking account indicated on the Electronic Bill Payment Registration form. The Credit Union does not and cannot guarantee the time any payment will reach a vendor. Payments may take up to or more than 3 business days for Electronic Payments and up to or more than 5 business days for Check Payments. It is your responsibility to allow reasonable time for payments to reach the payees you have designated. We will not be liable for any service fees or late charges imposed against you. Also you understand you are responsible for any loss or penalty you may incur due to lack of sufficient funds, or other conditions, which may prevent the withdrawal of funds from your account. In the event your bills are paid as you have instructed and there is no funds in your account, you understand we or our Service Provider has the right to collect the funds from you. You may discontinue the service at anytime by notifying the Credit Union. However, canceling the bill payment service will stop any future payments you have authorized.

d. General Limitations. The following limitations on electronic services from the Credit Union may apply.

- (1) Availability. Electronic Services are available seven (7) days week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available due to system maintenance.
- (2) Transaction Limits. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.
- (3) System Limits. Systems will discontinue service after three unsuccessful attempts to enter a transaction.
- (4) Right of Refusal. 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.
- (5) Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal

may be limited due to the processing time for any ATM deposit transactions and our Funds Availability policy.

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

- a. Ownership of Cards. Any Card or other device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- b. Honoring the Card. Neither we nor merchants authorized to honor a Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. Security of Access Code. The personal identification number or access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the online banking service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- d. Security Procedures. You agree that we may use necessary security procedures to detect any unauthorized transaction prior to accepting your request. We will not use such security procedures for transfers between your accounts with us, unless we specifically agree with you to do so. These security procedures will include authenticating the authority of the person making the transaction. You agree these security procedures are commercially reasonable to protect you and the Credit Union. You agree we may vary the security procedure depending upon the amount and type of transaction or the method you use to make the request. You agree that if we act in good faith on your transaction request, in compliance with these security procedures, the transfer will be considered an authorized transfer, whether or not actually authorized by you.
- e. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of an electronic funds transfer including a Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or Debit Card.

4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Debit Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Debit Card or access code and accessed your accounts without your authority or if you believe that

an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent (for example, keeping your PIN with your Debit Card is grossly negligent) or fraudulent in handling your Debit Card, and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing our account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by Debit Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Debit Card purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Debit Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

360-891-4000 or **1-800-699-4009** during business hours. After hours call **1-800-554-8969** or write:

Columbia Credit Union
PO Box 324
Vancouver, WA 98666

5. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
6. **Fees and Charges.** You agree the following fees and charges may apply:
 - a. EFT Fees. There are no Credit Union charges for electronic funds transfers. Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule.
 - b. ATM Surcharges. You should be aware of transaction surcharges that may be assessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.
 - c. Foreign Transaction Fees. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.
 - d. Overdraft Fees. If you conduct an ATM or debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth in the Rate and Fee Schedule.
7. **Right to Receive Documentation of Transfers.**
 - a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, Automated Telephone Access or Online Banking Service, or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You

will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

- b. Terminal Receipt. You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating VISA merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.
 - c. Automated Telephone Access and Online Banking Service. Transaction history is also available through our automated telephone access service and online banking service.
 - d. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.
- 8. 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.columbiacu.org. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:
- a. As necessary to complete transfers;
 - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
 - c. To comply with government agency or court orders;
 - d. If you give us your express permission.
- 9. Credit Union Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error and in no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.
 - b. If you used the wrong access code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
 - c. If the Card has expired or is damaged and cannot be used.
 - d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
 - e. If your computer fails or malfunctions or the automated telephone access or online banking services were not properly working and such problem should have been apparent when you attempted such transaction.
 - f. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - g. If the funds in your account are subject to an administrative hold, legal process or other claim.
 - h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.

- i. If there are other exceptions as established by the Credit Union.
- j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- k. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.

10. Preauthorized Electronic Fund Transfers.

- a. Stop Payment Rights. If you have arranged in advance to make fixed preauthorized transfers of funds out of your account(s) not using the Bill Payment service, you may stop payment of such preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number or address stated previously any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- b. Notice of Varying Amounts. 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 for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

12. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

13. Billing Errors. In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for Debit Card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

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

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

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

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

INTUIT FINANCIAL SERVICES
Debit Rewards Offers - End User License Agreement

In addition to the above content, you acknowledge and agree to the following terms and conditions of service if you decide to use the Debit Rewards Offers application.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the purchase rewards application (“Debit Rewards Offers”) to benefit from your debit card purchases.

In addition to the Debit Rewards Offers, the term “Debit Rewards Offers” also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) perform or attempt to perform any actions that would interfere with the proper working of Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of Debit Rewards Offers or any other services provided in connection with them by other licensees or customers; or (vi) otherwise use the Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and

services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

THIRD PARTY SERVICES. In connection with your use of Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

THIRD PARTY WEBSITES. The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

DEBIT REWARDS OFFERS. If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available”.
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.