

Business Membership and Account Agreement



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This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Business Account(s) offered to you. In this Agreement, the words “you” and “yours” mean the account owner shown on the Membership and Account Card (“Account Card”). The words “we,” “us,” and “our” mean WECU (“WECU” or “WECU”). The word “account” means any one or more business accounts: Savings, Checking, Money Market Checking, and Term Savings Certificate you have with WECU.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer provisions, Privacy Policy and the Truth in Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, WECU’s Bylaws and policies, and any amendments which collectively govern your Membership and Business Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility. To be eligible for membership in WECU you must be an individual or entity qualifying within WECU’s field of membership and you must satisfy the membership requirements set forth in WECU’s Bylaws. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request or for collection purposes.

2. Accounts of Businesses and Organizations. WECU reserves the right to require the member to provide written confirmation informing WECU who is authorized to act on behalf of the business or organization. You agree to notify WECU of any change in authority. WECU may rely on the written authorization until such time as WECU is informed of changes in writing and has had a reasonable time to act upon such notice. WECU may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. WECU shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless WECU has actual notice of any wrongdoing.

3. Deposit Requirements. Funds may be deposited to any account in any manner approved by WECU in accordance with the requirements set forth on the Rate and Fee Schedule. 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 WECU for all losses WECU incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. All accounts are nonassignable and nonnegotiable to third parties. Term Savings Certificate accounts are governed by the terms of this Agreement and the Term Savings Certificate Receipt and dividend transfer election form, if applicable, for each account, which is incorporated herein by this reference.

a. Endorsements. You authorize WECU, in its discretion, to accept transfers, checks, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize WECU to supply missing endorsements if WECU chooses to supply such endorsements. WECU reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks require an endorsement as set forth on the back of the check, WECU may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 12 inches from the top edge. WECU may accept checks with endorsements outside this space. However, if any such endorsement or other

markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by WECU due to the delay or error.

b. Collection of Items. WECU shall not be responsible for deposits made by mail or at an unstaffed facility until WECU actually receives them. In handling items for deposit or collection, WECU only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. WECU 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. WECU reserves the right to send any item for collection.

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

d. Direct Deposits. WECU 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 WECU. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify WECU at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and WECU to make and apply direct deposits in accordance with your authorization on file with WECU. If WECU is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree WECU may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and WECU holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by WECU. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by WECU for credit to your account or for collection.

4. Account Access.

a. Authorized Signature. In order to access any account, WECU must have an authorized signature of the authorized representatives of the account holder on an Account Card. WECU is authorized to recognize these signatures, but will not be liable for refusing to honor any item or instruction if it believes in good faith that a signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, WECU may honor any check that appears to bear a facsimile signature of the account holder even if it was made by an unauthorized person.

b. Access Options. You may make withdrawals or transfers from your account in any manner that is permitted by WECU (i.e., check, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone). If WECU accepts any check that is not drawn on a form provided by WECU, you will be responsible for any loss incurred by WECU for handling the check. WECU may return as unpaid any check that is not drawn in the form provided by WECU.

c. ACH and Domestic 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, WECU is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. WECU may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer, it may reverse the provisional credit to your account, or you will refund the amount to WECU. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. WECU (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. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A and (if the transfer is cleared through the Federal Reserve) Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association. International Wire Transfers are governed by the Bureau of Consumer Financial Protection Regulation E. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction.

d. International ACH Transactions. You understand that in the event an International ACH transaction (“IAT”) Entry is transmitted to or from any of your accounts, the transaction may be identified and designated by WECU’s screening criteria for review and examination under OFAC Rules and Regulations (“OFAC Rules”). The settlement of such an IAT Entry may be delayed or suspended pending WECU’s review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on funds covered by the IAT Entry if the IAT Entry is required to be terminated under OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable law and regulations.

e. WECU Examination. WECU may disregard information on any check including references to dual signature requirements, other than the signature of the drawer and amount of the item and any magnetic encoded information. You understand and agree WECU does not offer dual signatures of drawers on your checking account and WECU will not stop or decline to pay any item drawn on the signature of one authorized drawer. You agree WECU does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

f. Electronic Check Transactions.

- **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 III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- **Electronic Re-presented Checks.** If you write a check on a personal account 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 funds transfer subject to the terms of III. Electronic Funds Transfer 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 a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

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

6. Transaction Limitations.

a. Withdrawal Restrictions. WECU will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, WECU may allow those withdrawals for which there are sufficient available funds.

WECU may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered WECU to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to WECU; any required documentation has not been presented; or you fail to repay a WECU loan on time. You will be advised of the reasons for refusal if such action is taken. WECU reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days, as required by law, before such withdrawal). WECU reserves the right to request government issued picture identification for any withdrawal over \$250.00.

b. Transfer Limitations. From Savings accounts, you may make up to six (6) preauthorized, automatic, telephone, Tele-Max, or E-Max transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with WECU to pay a third party from the member’s account upon oral or written orders, including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with WECU; (ii) transfers to another WECU account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer requested would exceed the transfer limitations set forth above in any statement period, WECU may refuse or reverse the transfer, and your account will be subject to suspension or closure by WECU and WECU may impose a charge.

7. Overdrafts.

a. 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. WECU’s determination of an insufficient account balance may be made at any time between presentation and WECU’s midnight deadline with only one review of the account required. WECU 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. Except as otherwise agreed in writing, WECU, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If WECU pays a check that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. Privilege Pay Overdraft Protection. WECU offers a discretionary overdraft payment service, “Privilege Pay” under the following terms and conditions.

If we approve your request for overdraft protection (Privilege Pay), we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the necessary funds from another deposit account of yours to your checking account. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement.

- **Discretionary Service.** WECU offers the Privilege Pay service to all eligible business checking account owners, based on length of time as a WECU member and overall relationship with WECU. The Privilege Pay service will be provided if you qualify once checking account has been open for 30 days and will continue as long as the account is maintained in good standing with WECU. New accounts (open less than 30 days) and accounts of minors are not eligible. Under the Privilege Pay service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. WECU 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 your Membership and Account Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement we may offer. Generally, 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. We will notify you by mail (or email, if you have requested) of any insufficient funds, checks, or items paid or unpaid and returned that you may have. However, we have no obligation to notify you before we pay or return any item.

- **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. We reserve the right to pay any checks or items in the order they are presented or received and in accordance with our normal operating procedures for such checks items or transactions.
- **Overdraft Limit/Available Balance.** We will notify you by separate letter of the overdraft limit to which you qualify. We may pay overdrafts up to this overdraft limit provided you otherwise qualify for the service. WECU’s fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or “available balance” of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.
- **Overdraft Fees.** The fee for each paid overdraft is \$16.00 per check or item. If we do not pay the overdraft, there is a NSF/Returned Item fee of \$16.00 per check or item. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees may be amended as set forth in our rate and fee schedule. If there are funds in your savings account, we will automatically transfer funds in increments of \$100 to cover the overdraft. You may choose which savings account you want the transfer to come from. A \$2.00 transfer fee will be charged for this automatic transfer.
- **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 35 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. We may impose a \$25 account closure fee.
- **Member Opt-Out Right.** WECU offers the Privilege Pay 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 Privilege Pay service at any time by notifying WECU in writing. WECU may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, WECU 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 NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.
- **WECU Contact.** For any questions or to exercise your opt-out right from the Privilege Pay service, you may call WECU at 360-676-1168, toll free 800-525-8703 or TTY 800-833-6388 or write WECU, PO Box 9750, Bellingham, WA 98227-9750.

8. Postdated and Stale-dated Items. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify WECU of the postdating. Your notice will be effective only if WECU receives the notice in time for WECU 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 WECU’s computer to identify the check. If you give WECU an incorrect, incomplete, or untimely notice, WECU may charge your account as of the date WECU pays the item. You may make an oral or written stop payment order, which will be effective indefinitely, except that for an oral stop payment order, we may require that you provide your order in writing within fourteen (14) days

or your oral order will lapse. You also agree not to deposit checks or other items before they are properly payable. WECU is under no obligation to you to pay a check drawn on your account which is presented more than six months after its date, but we may pay the check and charge your account.

9. Stop Payment Orders

a. Stop Payment Request. You may ask WECU 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 WECU receives the order in time for WECU to act upon the order. For ACH debits, the stop payment order, must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. If you give WECU incorrect or incomplete information, WECU will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for WECU to act upon the order, WECU will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to WECU, and to assist WECU in legal action taken against the person.

b. Duration of Order. You may make an oral or written stop payment order. For checks and ACH debits, a written or oral stop payment order will be effective indefinitely for checks and until all entries have stopped for ACH, except that for an oral stop payment order, we may require that you provide your order in writing within fourteen (14) days or your oral order will lapse.

c. Liability. WECU may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. If you request us to stop payment on any official check, teller’s check, or any other check or payment guaranteed by WECU, we will require your indemnification as a condition to such a request. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including WECU, who is a holder of the item despite the stop payment order. You agree to indemnify and hold WECU harmless from all costs, including attorney fees, damages or claims related to WECU’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.

10. Lost Items. WECU, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

11. WECU’s Liability for Errors. If WECU does not properly complete a transaction according to this Agreement, WECU will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. WECU will not be liable if: (a) through no fault of WECU, your account does not contain enough money to make the transaction; (b) circumstances beyond WECU’s control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. WECU will not be liable for consequential damages except liability for wrongful dishonor. WECU’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 WECU. You grant WECU 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 WECU employees and any written form will be resolved by reference to this Agreement and applicable written form.

12. WECU Lien and Security Interest. To the extent you owe WECU money as a borrower, guarantor, endorser or otherwise, WECU has a lien on any or all of the funds in any account in which you have an ownership interest at WECU, regardless of the source of the funds. WECU may apply these funds in any order to pay off your indebtedness. If WECU chooses not to enforce its lien, WECU does not waive its right to enforce the lien at a later time. In addition, you grant WECU a consensual security interest in your accounts and agree WECU may use the funds from your accounts to pay any debt or amount owed WECU, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and non-transferable to third

parties.

13. Legal Process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, WECU may refuse to pay out any money from your account until the dispute is resolved. If WECU 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 WECU's lien and security interest.

a. Notices.

- **Name or Address Changes.** It is your responsibility to notify WECU upon a change of address or change of name. WECU is only required to attempt to communicate with you at the most recent address you have provided to WECU. WECU will accept verbal notices of a change in address and may require any other notice from you to WECU be provided in writing to a branch manager or officer of WECU. If WECU attempts to locate you, WECU may impose a service fee as set forth on the Rate and Fee Schedule.
- **Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of the Agreement are subject to change at any time. WECU will notify you of any changes in account terms, rates or fees as required by law. You or any account holder may change the account ownership and types of accounts or services at any time without the consent of all other account holders. An account holder may add a certificate or sub savings account, change the address and/or phone number, and add or delete payroll deposits and periodic payments. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. You agree that oral instructions are binding and agree to hold WECU harmless from any liability arising as a result of such instructions. WECU reserves the right to waive any term in this Agreement. Any such waiver shall not affect WECU's right to enforce any right in the future.

b. Effect of Notice. Any written notice you give to WECU is effective when it is actually received by WECU. Any written notice WECU 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.

14. Statements.

a. Contents. If WECU provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of WECU 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. But copies will be retained by WECU and made available upon your request for a fee as set forth in the Rate and Fee Schedule. You understand statements and checks are made available to you on the date the statement is mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that they are made available on the date you are notified of their availability. You also understand and agree that drafts or copies including electronic images, if applicable, are made available to you on the date the statement is mailed to you, or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement. If you fail to provide us with a correct address or we are otherwise unable to locate you to deliver your statement, we may suspend mailing statements.

b. Examination. You are responsible for examining each statement and reporting any irregularities to WECU. WECU will not be responsible for any forged, altered, or unauthorized item drawn on your account if: (1) you fail to notify WECU within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

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

above time limit after the statement and checks are made available to you.

d. Electronic Statements (E-Statements). If your statement is provided electronically, you will be sent an email 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. Email from us will be sent to the email address provided by the account owner.

15. Termination of Account. WECU may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying WECU by oral direction or in writing. WECU is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if WECU pays a check after termination, you agree to reimburse WECU for payment.

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

17. Special Account Instructions. You agree to indemnify and hold WECU harmless from any claim or liability asserted against WECU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask WECU to follow instructions that WECU believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, WECU may refuse to follow your instructions or may require you to post a bond to indemnify WECU. Any item presented with a full payment legend must be presented in person to a WECU officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you or any authorized representative, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by WECU.

18. 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.

19. Enforcement. You agree to be liable to WECU for any liability, loss, or expense as provided in this Agreement that WECU incurs as a result of any dispute involving your accounts or services. You authorize WECU 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.

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

II. FUNDS AVAILABILITY POLICY

1. General Policy. We reserve the right to hold funds that you deposit by check for a reasonable time until such check deposits have cleared. 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.

2. 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.

3. Substitute Checks and Your Rights Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your checks. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

a. Your Rights Regarding Substitute Checks. In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are entitled to dividends on the amount of your refund if your account is a dividend bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus, dividends if your account earns dividends) within ten (10) business days after we receive your claim and the remainder of your refund (plus dividends, if applicable) not later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

b. Refund Claims. If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by calling 360-676-1168 or 800-525-8703 or TTY 800-833-6388, through our InfoGuy service at www.wecu.com, or writing to us at WECU, PO Box 9750, Bellingham, WA 98227-9750. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following check information to help us identify the substitute check: (check number, payee, amount and date of check).

III. ELECTRONIC FUNDS TRANSFERS

1. Services.

a. Business VISA Debit Card. You may use your card and Personal Identification Number (“PIN”) in ATMs of WECU, The CO-OP Network, Star, Cirrus, PLUS, VISA point-of-sale terminals and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Make cash withdrawals from your primary savings and checking accounts;
- Make deposits to your primary savings and checking accounts at deposit-taking ATMs;

- Transfer funds between your primary savings and checking accounts; and
- Obtain balance information on your primary savings and checking accounts.

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, WECU may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the agreement.

b. Tele-Max (automated telephone banking) and E-Max (online banking) Access. Once we have approved access to your accounts through Tele-Max or E-Max access, a separate six (6) digit Max-Code will be assigned to you. You must use your Max-Code along with your account number to access your accounts. At the present time you may use Tele-Max and E-Max to perform the following transactions:

- Obtain balance information from your savings, checking, or certificate accounts and loan accounts, including VISA.
- Transfer funds between these same accounts (except certificates) and accounts of other members that you authorize.
- Make loan payments to any of your loan accounts, including VISA.
- Withdraw funds from savings or checking accounts by check, made payable to your business and mailed to you at your mailing address.
- Access your Timeline and Visa Accounts (loan advance withdrawals will be subject to the Timeline Agreement governing the account).
- Verify certain account information, including if a particular check has cleared your checking account, the date of your last payroll deposit, loan payment and loan payoff amounts.
- Make bill payment transactions through the E-Pay bill payment service (if applicable to your account).
- Get transaction history on your checking, savings and loan accounts (up to the last 95 transactions).
- Get tax information on dividends earned, interest paid, or IRA contributions from your accounts.
- Submit stop payment orders on checks drawn on your account.

2. Service Limitations.

a. ATM Machines.

- Withdrawals. You may make up to fifty (50) cash withdrawals in one day at WECU and non-WECU ATMs. This limitation is inclusive of debit purchase transactions you make with your card. The amount of any transaction is limited to \$500 each day if you have available funds in your account. Any charges applicable to cash withdrawals are set forth on the Rate and Fee Schedule.
- Deposits. The servicing and processing schedule time of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to WECU’s funds availability schedule.

b. Business Visa Debit Card. You may make up to fifty (50) debit purchases in any one day at participating merchants and POS terminals. This limitation is inclusive of ATM transactions you make with your card. The amount of any transaction is limited to \$1,500 each day if you have available funds in your account. You may not use the Business Visa Debit Card or account for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe may be illegal or unlawful. You agree that we have no liability for your use of the check card or account for any illegal or unlawful transaction.

c. Tele-Max (Automated Telephone Banking). Your accounts can be accessed using Tele-Max via touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Tele-Max is 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 savings or daily income account. Transfers from a savings or a daily income account to a check account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. WECU 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. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. WECU may set other limits on the amount of any transaction, and you will be notified of those limits. WECU 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.

d. E-Max (Online Banking). The following limitations on E-Max transactions may apply:

- **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. WECU 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. All checks are payable to you as a primary member and will be mailed to your postal address of record. WECU may set other limits on the amount of any transaction and you will be notified of those limits.
- **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.
- **E-Mail.** You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. WECU may not immediately receive e-mail communications that you send and WECU will not take action based on e-mail requests until WECU actually receives your message and has a reasonable opportunity to act. If you need to contact WECU immediately regarding an unauthorized transaction or stop payment request, you may call WECU at the address set forth in Section 4.

e. E-Pay (Electronic Bill Payments). When you apply for the E-Pay bill payment service you must designate a single Checking account as the account from which payments that you authorize will be deducted. You may not pay bills from any other account. 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 payees outside the U.S., tax entities, collection agencies, and court ordered payments such as alimony, child support, speeding tickets, etc. We reserve the right to not allow the designation of a particular merchant or institution. You or any persons who you have authorized to use your E-Max service, sign-on password and access code can perform bill payment transactions, including paying any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account and obtaining information (payee information, payment status information, etc.) about your E-Pay account status.

- **E-Pay Transactions.** You authorize us to process E-Pay bill payments from your designated checking account. You may use the E-Pay service to initiate three different types of payment transactions:
 - (a) **"Today."** If you designate a payment or transfer as a "Today" transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time you request the "Today" transaction. "Today" Bill Payments and Transfers may not be canceled for any reason once you have ended an E-Pay session, as funds are immediately deducted from your designated account.
 - (b) **"Future."** If you designate a Bill Payment or Transfer as a "Future" transaction, you may request the transaction to be made on a future date that you may designate up to 364 days in advance of the Scheduled Initiation Date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be made available by midnight of the night before the processing date, but will be deducted from your designated account on the Scheduled Initiation Date. "Future" transactions may be canceled or changed until 12:00

midnight of the night before the Scheduled Initiation Date.

- (c) **"Recurring."** If you designate a Bill Payment or Transfer as a "Recurring" transaction you may request, and WECU will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc.) you will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from your designated account on the Scheduled Initiation Date. "Recurring transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.
- **Authorized Payments.** When you transmit an E-Pay instruction to us, you authorize us to transfer funds to make the E-Pay transaction from your Checking account. We will process E-Pay transfer requests only to those payees WECU has designated in its User Instructions and such payees as you authorize and for whom WECU has the proper payee code number. WECU will not process any E-Pay transfer if we know the required transaction information is incomplete. In any event, WECU will not be liable for any transaction that contains incorrect information that WECU was not responsible for entering or knowing. If there are insufficient funds in your account to make the E-Pay request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. WECU reserves the right to refuse to process payment instructions that reasonably appear to WECU to be fraudulent or erroneous.
 - **Processing Payments.** Bill Payments you make through E-Pay will be deducted from your designated funding account. You may utilize E-Pay to make Bill Payments to a maximum of up to 45 payees. Any payee you wish to pay through E-Pay must be payable in U.S. Dollars and located in the United States. Each payee name must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use E-Pay to make payments to a federal, state or local governmental or tax unit, or to other categories of payee that you establish from time to time.

Funds must be taken out of your designated funding account on the Scheduled Initiation Date entered by you. In many cases, your Bill Payments are electronically delivered to the payee within two business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. The E-Pay service will provide an indication of how many days to allow for each payee you designate.

You must allow sufficient time (2 or 5 business days, as indicated) for E-Pay to receive your request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or any other actions taken by the payee, or was received late, we will assume responsibility.

If your E-Pay bills are inactive for sixty (60) days, your bills will be deleted.

- **Transfers.**
 - (a) **Transfers between Accounts at Other Financial Institutions.** Transfers between your WECU account and account(s) held at other financial institutions are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the account(s) funds that are being transferred to. In order to be accessible by E-Pay, accounts maintained at the other financial institutions (foreign accounts) must be either a checking or savings account and must be your accounts. You must provide the name of the financial institution, the account number, and a transit-routing number. In most cases, you will need to submit a canceled or voided check or deposit slip. Funds from these transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds. Generally, the account holding institution will receive the funds no later than four business days following the Scheduled Initiation Date. For "Today" Transfers made during a session, you must schedule the transaction as a "Today" Transfer before 3:00 pm on a WECU business day for the Scheduled Initiation Date to

be that day. Otherwise, "Today" Transfers scheduled after 3:00 pm, or on a weekend or holiday will have a Scheduled Initiation Date of, and thus will be initiated on, the following WECU business day. To transfer funds between two financial institutions other than WECU, you must transfer funds from one institution into a designated funding account at WECU and then transfer funds from your WECU designated funding account to the second institution.

- (b) Transfers between WECU Accounts. You may designate multiple accounts at WECU between which you may transfer funds electronically through E-Pay. All these accounts must be in your name. Although you receive immediate provisional credit upon completion of your E-Pay session for "Today" transfers made during that session, you must make transfers before 9:00 a.m. on a banking day for those funds to be posted on an account that day and made available for non-E-Pay transactions. Transfers designated as "Today" transactions made after 9:00 a.m., or on a weekend or holiday, will be available for the payment of non-E-Pay transactions on the following banking day. "Today" transfers cannot be canceled. Transfers designated as "Future" or "Recurring" transactions will be processed by 9:00 a.m. of the Scheduled Initiation Date for provisional credit (i.e., for E-Pay Bill Payments, and cash withdrawals at ATMs or banking centers), and will post and be available by the next banking day for payment of non-E-Pay transactions. If the Scheduled Initiation Date falls on a weekend or holiday, the transfer will occur on the next banking day. Future-dated transfers may be changed or canceled until 12:00 midnight of the night before the processing date.
- Limitations on E-Pay Services. There is a dollar limit of \$5,000 (or the available balance in your designated funding account on any payment or transaction. All Bill Payments and Transfers initiated through E-Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier.
- Canceling or Changing Payments. Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your E-Pay session is terminated. Except as stated below, in order to request a stop payment or change an E-Pay transaction designated as "Future" or "Recurring," you must use E-Pay and follow the instructions provided to you. You must cancel the payment or transfer using E-Pay by 12:00 midnight of the day before the scheduled processing day. You understand we will only accept a verbal or written notice to stop an E-Pay transaction if it related to a payment designated as "Recurring" and only if the notice is received at the address and phone number listed in Section 5 of this Agreement no later than three business days before the scheduled date of the payment or transfer. If you call, we may also require you to request in writing and get it to us within fourteen days after you call. The notice must detail whether the cancelation applies to only one of the recurring transactions, or all transactions in the recurring stream. You understand that your written notice will only be accepted at the address and phone number listed in Section 5 of this Agreement.
- Payment Guarantee. If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be schedule so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st with a 15-day grace period, must have a "Send On" date no later than July 1st.) Note: the information supplied by you must be correct (payee name and address, your name and account number as it appears on the payee's records). The following payees are allowed but not covered under this Payment Guarantee:
 - (a) Payments to payees with Armed Forces postal codes (AP, AE)
 - (b) Payments to settle securities transactions
 - (c) Payments to payoff special or delayed financing for purchases
 - (d) Payments that failed due to insufficient funds or other reasons
 - (e) Payments to credit counseling agencies who pay creditors on your behalfPayments to the following prohibited payees are not permitted through this service, and are not covered under this Payment Guarantee.
 - (a) Payments to payees outside of the United States
 - (b) Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - (c) Tax entities
 - (d) Collection agencies.
- Expedited Payment Guarantee: If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating. "Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance. A "Properly Scheduled Expedited Payment" is defined as a payment that:
 - (a) was made from an account that has sufficient funds for the payment and any fees associated with the payment;
 - (b) was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
 - (c) the service indicates is deliverable on or prior to the applicable due date;
 - (d) was not made for any of the following types of transactions:
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
 - (e) the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
 - (f) does not cause you to exceed any applicable risk management limits
 - (g) was scheduled when the system was available; and
 - (h) the payment complies with the payee's policies.
- 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, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in the "Member Liability" section. You remain responsible for notifying us of any unauthorized check transaction shown on your statement.
- 3. Secondary Users.** You may authorize secondary users to have online access to your accounts with authority to view account information, make account transactions, and establish sub accounts. You are fully responsible for any actions of any secondary user you authorize. You agree the authority of the secondary user shall continue until you revoke it in writing and we have

- (c) Payments to payoff special or delayed financing for purchases
 - (d) Payments that failed due to insufficient funds or other reasons
 - (e) Payments to credit counseling agencies who pay creditors on your behalf
- Payments to the following prohibited payees are not permitted through this service, and are not covered under this Payment Guarantee.
- (a) Payments to payees outside of the United States
 - (b) Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - (c) Tax entities
 - (d) Collection agencies.
- Expedited Payment Guarantee: If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating. "Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance. A "Properly Scheduled Expedited Payment" is defined as a payment that:
 - (a) was made from an account that has sufficient funds for the payment and any fees associated with the payment;
 - (b) was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
 - (c) the service indicates is deliverable on or prior to the applicable due date;
 - (d) was not made for any of the following types of transactions:
 - Payments that failed due to insufficient funds or other reasons
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
 - (e) the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
 - (f) does not cause you to exceed any applicable risk management limits
 - (g) was scheduled when the system was available; and
 - (h) the payment complies with the payee's policies.
 - 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, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in the "Member Liability" section. You remain responsible for notifying us of any unauthorized check transaction shown on your statement.
 - 3. Secondary Users.** You may authorize secondary users to have online access to your accounts with authority to view account information, make account transactions, and establish sub accounts. You are fully responsible for any actions of any secondary user you authorize. You agree the authority of the secondary user shall continue until you revoke it in writing and we have

had an opportunity to act upon it.

4. Account-to-Account External Transfers. The External Transfer service enables you to request a transfer of funds: (1) from your WECU deposit account that is eligible to be used with and is enrolled in the service (“Eligible WECU Account”) to your account at another financial institution enrolled in the service (“Verified Account”) or (2) from a Verified Account to your Eligible WECU Account. WECU generally uses the ACH Network to execute External Transfer requests, but other methods of transfer may also be used.

a. Service Eligibility. You must be at least eighteen (18) years old, a resident of the United States, and have an e-mail address. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

b. Authorization to Transfer Funds. You represent to WECU that you own each Eligible WECU Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize WECU to execute and charge your Eligible WECU Account(s) for any External Transfer request to a Verified Account and from a Verified Account to your Eligible WECU Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your External Transfer requests are made in accordance with the procedures established by WECU. You agree that WECU has no obligation to execute any request for a transfer using External Transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an External Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed WECU and WECU has had a reasonable opportunity to act on it. You agree that WECU is relying upon the information you provide in originating an External Transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if External Transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and WECU has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any External Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

c. Account Set-up & Verification. WECU will initiate a funds transfer request for you when you access your Eligible WECU Account(s) through the Online Banking service using the established login credentials. You agree that WECU has established commercially-reasonable security procedures for the External Transfer service. WECU’s procedures are designed to authenticate your identity before accepting a request for an External Transfer but not to detect errors in the content of your instructions. You authorize WECU to verify your account at another financial institution (“Third Party Account”) through the use of a trial transfer, in which three low value payments will be credited to the account. Once the verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute

your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

d. Transfer Limitations & Requirements.

- **Transfer Cut-Off.** Your request for a Standard transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 3:00 p.m. PST. If your request for a Standard transfer is received by WECU on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day. Any standard transfer made after the cut-off time will be initiated the next business day.
- **Transfer Limits.** The daily and monthly limits on External Transfers are set forth on the Rate, Fee and Service Charge Schedule. For purposes of the “monthly” transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which an External Transfer request is executed (i.e., originated) by WECU. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed and it will appear as “In Process” on your Transfer Funds tab within Online Banking. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your WECU accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any WECU account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-WECU account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason
- **Modifying or Canceling Transfers.** Pending transfer instructions can be canceled or modified until the status changes to “In Process”. Transfer Instructions cannot be canceled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.
- **Rejection of an External Transfer Request.** WECU reserves the right to reject your funds transfer request. WECU may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible WECU Account for the amount of the External Transfer, if your request is incomplete or unclear, if WECU identifies a security risk related to a requested transfer or if WECU is unable to fulfill your request for any other reason. You understand that if WECU rejects a request for an External Transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as WECU has determined to reject the request.
- **Cancelations, Amendments or Recalls.** You may cancel or amend a funds transfer request only if WECU receives your request prior to the execution of the funds transfer request and at a time that provides WECU with a reasonable opportunity to act upon that request. WECU shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that WECU shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond WECU’s reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.
- **Status E-mail.** We will periodically send messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer

process do not contain any non-public personal information and cannot be suppressed.

5. Person-to-Person Mobile Transfers – Coming Soon

a. Service Access. The Person-to-Person Mobile Transfer Service (P2P Mobile Transfers) enables you to initiate a payment transaction from your account to an account of a depositor at another financial institution or to receive a payment transaction from another person. You may consent to the receipt of emails or automated text messages from WECU or its agent, regarding the transfers and represent to us that you have obtained the consent of the Recipients of your intended transfers to the receipt of such emails or automated text messages.

b. Initiation of Payment Transactions. You may send one-time person-to-person transfers to WECU members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may initiate these transfers by use of your mobile device and providing transaction and Recipient information. Payment transactions initiated to Recipients are processed in two steps. First, you must enter your account number and email address. Second, you must provide contact information about the Recipient (including an email address or mobile telephone number) so that we may validate the identity of the Recipient and Eligible Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the P2P Mobile Transfers, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Recipient's Eligible Transaction Account no earlier than the next Business Day after you initiated the payment transaction. The deposit of the payment funds into the Recipient's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Recipient has not provided the P2P Mobile Transfers with certain required information such as his or her Eligible Transaction Account information. The timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the transactions. The posting of the transaction is dependent on the business days of that institution.

c. Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses, and/or account information of Recipients to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the P2P Mobile Transfers. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Recipients to whom you sent payment(s) or canceled and returned to you because the processing of the payment transaction could not be completed.

The Recipient must accept the Transfer within 14 days, or the Transfer will be canceled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both WECU members enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. WECU is not responsible for any failure of another financial institution to timely credit its customer's account.

d. Sender & Recipient Information. You acknowledge and agree that payment Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You agree that as Sender you are authorized to withdraw or as Recipient you are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the card number you are providing. You authorize us, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information

against third party databases or through other sources.

It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Recipient to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. You must accurately enter the Recipient's email address or mobile phone number because your obligation to pay for the Transfer will not be excused by an error in the information you enter.

e. Limitations on Transfers. WECU may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. The limits on Transfers are set forth on the Rate, Fee and Service Charge Schedule. You may send multiple Transfers a day; however there is fee for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. Funds may be transferred from the account from which the debit card is authorized to transfer funds. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

f. Receiving Payments. If another person wants to send you a payment transaction using the P2P Mobile Transfers to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the P2P Mobile Transfers or at the P2P Mobile Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you.

We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account;
- The P2P Mobile Transfers is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction;
- The payment is refused;
- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Recipient to whom you are initiating a payment transaction; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.

6. Mobile Banking Services.

a. Use of Services. Mobile Banking is a personal financial information management service that allows you to access account information and make financial transactions as offered 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. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Access enrollment website at www.wecu.com. 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.

You may use the Mobile Banking Service to:

- Transfer funds between your Savings, Checking, or Loan accounts
- Transfer funds between your WECU accounts and your accounts at other financial institutions
- Deposit Checks
- Transfer funds from your WECU account to another member's WECU account
- Transfer funds from your WECU account to someone else's account at another financial institution (Coming soon)
- Make Bill Payments, view or edit pending payments and payment history using the E-Pay Bill Payment Service

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 WECU 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 Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

b. 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 any Secondary User you authorize or user with whom you share your Password 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 WECU, 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 WECU has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

c. 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 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.

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

- **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.

- **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.
- **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 Access 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 (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.
- **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.
- **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.
- **Additional Service Limitations.** Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.
- **Third Party Beneficiary.** You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this section and such service providers are third party beneficiaries with the power to enforce those provisions against you, as applicable.

7. Conditions of EFT Services. The use of your card and account are subject to the following conditions:

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither WECU nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account

in lieu of a cash refund.

c. Security of Your Computer, PIN and Max-Code. You are fully responsible for any unauthorized access to your computer, including any software, malicious software or viruses that you maintain, allow or exist, whether authorized or unauthorized, that would compromise your personal information or result in unauthorized access to the Online Banking service or your accounts. WECU will not be responsible for and you agree to hold WECU harmless from any losses or damages to your computer or accounts due to conditions related to your computer or access to your computer. The Personal Identification Number (PIN) or Max-Code (E-Max/Tele-Max access code) issued to you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded on or with the card. 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 use your access code that authority shall continue until you specifically revoke such authority by notifying WECU. If you fail to maintain the security of these access codes and WECU suffers a loss, we may terminate your card and account services immediately. You understand and agree that all account owners have been issued an E-Max/Tele-Max security code. If you authorize anyone else to have or use your E-Max/Tele-Max security code, all owners and authorized users will have full access to the E-Max/Tele-Max service to review all deposit and loan account information of any owner and may use E-Max/Tele-Max to make account transactions on any deposit or loan accounts of any owner.

d. Currency Conversion/ Foreign Transaction Fee. Purchase 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 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 and for Internet merchants that bill through a foreign financial institution.

8. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons including authorized representative to use an EFT service, card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us:

During business hours:	Write to:
800-525-8703	WECU
TTY 800-833-6388	PO Box 9750
After hours: 800-682-6075	Bellingham, WA 98227-9750

9. Fees and Charges. There are certain charges for electronic fund transfer services as set forth on the Schedule of Fees. From time to time, the charges may be changed. We will notify you of any changes as required by law.

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

- 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.
- b. If you used the wrong access code or you used an ATM, access code or card in an incorrect manner.
- c. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as telecommunication, fire, flood or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.

- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by a system of the designated ATM Networks, Internet service provider or processor, bill payment payee or any other participating network.
- i. If there are other exceptions as established by WECU.
- j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact WECU about its replacement.
- k. If your computer fails or malfunctions or the E-Max or Tele-Max services were not properly working and such problems should have been apparent when you attempted such transaction.
- l. If you have not given WECU complete, correct, and current instructions so WECU can process a transfer or bill payment.

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:

- a. You or any authorized user of your card or access code breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your access code or card;
- c. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- d. You breach any provision of your Membership and Account Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Notices. WECU reserves the right to change the terms and conditions upon which this service is offered. WECU will mail before the effective date of any change, if required by law. Use of this service is subject to existing policies governing WECU account and any future changes to those policies.

13. Enforcement. You agree to be liable to WECU for any liability, loss, or expense as provided in this Agreement that WECU incurs as a result of any dispute involving your accounts or services. You authorize WECU 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.

IV. PRIVACY POLICY

1 Our Privacy Pledge. WECU® is a member focused, financial cooperative run by a board of directors you elect. Since 1936, WECU has provided financial products and services to our members. You have trusted us with information about yourself and your family, and we recognize and respect your expectations of privacy. We have not and will not violate that trust by selling member information for solicitation or any other purpose. We will continue to strive to earn your trust and your business by honoring your privacy. This notice describes the privacy policy and practices followed by WECU. This notice explains what types of member information we collect and under what circumstances we may share it.

2 Our Privacy Policy.

What does WECU do with your personal information?

WHY? 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 WECU's Privacy Policy.

WHAT? The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

HOW? When you are no longer our member, we will not share your information except as permitted or required by law as described in this notice.

All financial companies need to share members' personal information to run their everyday business. In the section on the following page, we list the reasons financial companies can share their members' personal information; the reasons WECU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WECU share?	Can you limit sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	No	N/A
For our affiliates' everyday business purposes information about your creditworthiness	No	N/A
For affiliates to market to you	No	N/A
For non-affiliates to market to you	No	N/A

How does WECU protect my personal information? 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. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does WECU collect my personal information? We collect your personal information, for example, when you

- Open an account or apply for a loan
- Apply for any WECU service
- You visit our website, provide us information on any online application or transaction, or information you send to us by email.
- Use your credit or debit card or pay your bills
- Make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

Why can't I limit all sharing? Federal law only gives you the right to limit information sharing as follows:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

However, we do not have any affiliates with whom we share any information.

Definitions

Affiliates—Companies related by common ownership or control. They can be financial and nonfinancial companies. *WECU has no affiliates.*

Non-affiliates—Companies not related by common ownership or control. They can be financial and nonfinancial companies. *WECU does not share with non-affiliates so they can market to you except for our joint marketing arrangements.*

Joint marketing—A formal agreement between WECU and a nonaffiliated financial company where we jointly market financial products or services to you. *Our joint marketing partners include financial services and insurance companies.*

Other important information

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

Privacy Policy Changes. While we reserve the right to amend this Privacy Policy at any time, you can always review the current version at www.wecu.com.

Questions? Call 360-676-1168 or 800-525-8703 or TTY 800-833-6388, through our InfoGuy service at www.wecu.com, or write to us at: WECU, PO Box 9750, Bellingham, WA 98227.



*PO Box 9750
Bellingham, WA 98227*

wecu.com

360-676-1168 *local*
800-525-8703 *toll free*
360-756-7800 *fax*
800-833-6388 *TTY*

Federally Insured
by the **NCUA.**

 Equal Housing
Opportunity