

# **Membership and Account Agreement**

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## **Privacy Policy**



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This Membership and Account Agreement (“Agreement”) is the contract of deposit, which covers your and our rights and responsibilities concerning Membership Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Membership Account Card (“Account Card”) or approve an electronic application. The words “we,” “us,” and “our,” mean Whatcom Educational Credit Union (“Credit Union” and “WECU”). The word “account” means any one or more deposit accounts, safe deposit boxes, or relationships you have with WECU.

By signing the Account Card or completing and transmitting an online account or service authorization or service, each of you, jointly and severally, agree to the terms and conditions in this Agreement. This includes the Funds Availability Policy, Electronic Services Agreement, Privacy Policy, Truth-in-Savings Disclosures and Fee Schedule accompanying this Agreement, any account receipt, WECU’s Bylaws and Policies, and any amendments, which collectively govern your membership and accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

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

## I. MEMBERSHIP AND ACCOUNTS

**1. Membership Eligibility.** To be eligible for membership, you must be an individual or entity qualifying within WECU’s field of membership and must satisfy the membership qualifications and requirements of WECU’s Bylaws. You authorize us to check your financial information data and employment history by any means allowed by law, including obtaining credit reports and credit scores from third parties, including consumer reporting agencies from time to time to determine your eligibility for accounts and services we may offer, or you request from time to time. You will not be considered an active WECU member until your account is funded.

**2. Account Ownership & Designations.** The classification and form of ownership of your accounts are designated on your Account Card. You must qualify as a member to hold a deposit account, individually or jointly. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or Payable-On-Death (“POD”) beneficiary, may be invalidated upon a court order testamentary disposition, as required by applicable law.

**3. Individual Accounts.** An individual account is an account owned by one member, including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the POD beneficiary or decedent’s estate, if applicable.

**4. Joint Accounts.** An account owned by two or more

members is a joint account.

**a. Joint Account Ownership.** Joint account ownership means an account owned jointly by multiple members.

**b. Rights of Survivorship.** If yours is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account owner, the deceased person’s interest will become the property of the surviving joint account owner(s).

**c. Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). WECU may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Joint owners may, by written order, remove themselves from the account if it is in good standing. Any account owner may withdraw all funds in the account, stop payment on items drawn on the account, withdraw, or pledge all or any part of funds in the account, without the consent of the other account owner(s), and WECU shall have no duty to notify any of the other account owner(s), including any joint owner(s). If WECU receives written notice of a dispute between account owners or receives inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

**d. Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners, is jointly and

severally liable to WECU for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner is indebted to WECU, we may enforce our rights against any or all funds in any account, regardless of who contributed funds to the joint account.

**e. Owner Information.** You agree that if you provide your Personal Identification Number (“PIN”), password, or access code to a joint owner of your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. WECU has no responsibility to inquire about the person’s authority or permission to access your information and will not be liable for providing any account information access to such person.

**5. Payable-on-Death Beneficiaries.** A POD designation is an instruction to WECU that a designated account is payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. A POD beneficiary designation on an Account Card shall apply to all of your accounts unless otherwise specifically designated and except for HSA, IRA and Education Savings accounts, which shall be governed by a separate beneficiary designation. WECU shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary’s interest in any account, except as otherwise provided by law.

**6. Uniform Transfer to Minors Account (UTMA).** For any account established by or for a minor, the custodian listed on the Account Card agrees to be jointly and severally liable to WECU for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, the custodian for the exclusive right and benefit of the minor shall hold all funds in the account. WECU may make payments of funds directly to the minor without regard to his or her minority unless WECU has received written notice from the custodian to withhold payment and WECU has had a reasonable time to act on the notice. WECU has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s tax identification number must be shown on the Account Card. When the minor reaches age twenty-five (25) the minor may change the account status to an individual or joint account. WECU shall not change the account status when the minor reaches age twenty-five (25), unless authorized in writing by all account owners.

**7. Minor Accounts.** For any account established by or for a minor, WECU reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age and who shall be jointly and severally liable to WECU for any returned

item, overdraft, unpaid fees, or amounts on such account. WECU may make payments of funds directly to the minor without regard to his or her minority. WECU has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s TIN must be shown on the Account Card. WECU shall not change the account status prior to the minor reaching age eighteen (18), unless authorized in writing by all account owners.

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

**9. Deposit Requirements.** Funds may be deposited

to any account in any manner approved by WECU, in accordance with the requirements set forth on the Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify WECU for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. Term Savings Certificates accounts are governed by the terms of this Agreement and the Terms Savings Certificate Receipt and dividend transfer election form, if applicable, for each account, which is incorporated herein by this reference. If your account is not funded within the first 30 days of account opening, the account will be closed without prior notice.

**a. Endorsements.** You authorize WECU, at its discretion, to accept transfers, checks, drafts, 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 we choose 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 insurance, government, and certain other checks or drafts require endorsements as set forth on the back of the check, WECU may require an endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and one and one-half (1½) inches from the top edge. WECU may accept drafts or 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 we actually receive 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. 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.

**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 fee on your account. After we receive final payment, we refer to these deposits as collected items. If WECU incurs any fee to collect any item, WECU may charge such

fees to your account. WECU reserves the right to refuse or to return all or any item or funds transfer. WECU shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned 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 (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or preauthorize transfers from other accounts at WECU. You must notify WECU prior to any direct deposit if you wish to cancel or change the direct deposit. Upon a bankruptcy filing, 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 Deposits.** Deposits made on Saturdays, Sundays and Credit Union holidays may be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by WECU, and are subject to adjustment based on our verification of the items deposited. 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 us for credit to your account or for collection.

## **10. Account Access.**

**a. Authorized Access.** WECU is authorized to recognize a valid authorization or signature of yours but will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you authorize the use of a facsimile signature, WECU may honor any draft that appears to bear your facsimile or electronic signature, even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person, even if you did not specifically authorize a particular transaction.

**b. Access Options.** You may make withdrawals or transfers from your account in any manner that is permitted by WECU (online banking, debit card, in person, by mail, automatic transfer, or telephone). If WECU accepts any check that is not drawn on a form provided by us, 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 us.

**c. Electronic Check Transactions.**

- i. **Electronic Checks.** If you authorize a merchant to electronically debit your account using the routing number, 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 your Electronic Services Agreement. You authorize us to honor any “electronic check conversion” from your checking account just the same as a regular written check.
- ii. **Electronic Re-presented Checks.** If you write a check on your account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction (“electronic re-presented check”) to charge your account for its amount. 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 service subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the fifteen-(15) day period, we will re-credit your account in 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 of electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

**d. ACH Transfers.** If offered, you may initiate or receive credits or debits to your account via ACH transfer. You agree that if you receive funds by an 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. Credit given by WECU to you with respect to an ACH credit entry is provisional until WECU receives final settlement for such an entry through a Federal Reserve Bank. If WECU does not receive such final settlement, you are hereby notified and agree that WECU is entitled a refund of the provisional amount credited to you in connection

with such entry, and the party making payment to you, i.e. the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry. 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. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Under those rules, WECU is not required to give next day notice to you of receipt of an ACH item, and WECU will not do so. However, WECU will continue to notify you of the receipt of ACH payments in your periodic statement.

**e. International ACH Transactions.** You understand that in the event an International ACH Transaction (“IAT”) Entry that is transmitted to or from any of your accounts is identified and designated by WECU’s screening criteria for review and examination under the 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 the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the 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 laws and regulations.

**f. Credit Union Examination.** WECU may disregard information on any check including references to dual signature requirements, other than the signature of the drawer, 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 on 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.

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

**12. Transaction Limitations**

**a. Withdrawal Restrictions.** WECU may permit a withdrawal 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 transfers, or payment orders which are drawn against insufficient available funds, will be subject to a service fee, set forth in the 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 occurs (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 Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken.

**b. Transfer Limitations.** There is no limit to the number of transactions you may make in the following manners: (i) transfers to any account or loan account with WECU; and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM. WECU reserves the right to refuse or reverse any transfer, and your account may be subject to suspension or closure and we may impose a fee, as set forth on our current Rate and Fee Schedule.

### 13. Overdrafts.

**a. General Overdraft Liability.** If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH withdrawals, debit card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and a Non-Sufficient Funds (“NSF”) or “insufficient funds” fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to remit a returned item fee. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadlines.

**b. How We Process Checks & Items.** WECU’s determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than when you conduct the transaction. Overdrafts will be determined based on the available balance in your account at the time of presentment, subject to our Funds Availability Policy. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized, and deposited checks held pursuant to our funds availability policy. You can view your available balance through Online Banking to avoid an overdraft. Transactions may not be presented in the order which they occurred, and the order in which checks, or items are received and processed may affect if an overdraft occurs. WECU processes checks and ACH items and credits in the chronological order they are received.

**c. Overdraft Transfers.** If you elect to utilize Overdraft Transfers, we will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from other deposit accounts you designate. If you have enough funds in your account, you

authorize us to automatically transfer funds in increments of \$100 to cover any overdraft on your checking account. There is a transfer fee for each overdraft transfer as set forth on the Fee Schedule. You may decline this overdraft transfer service at any time by notifying us verbally or in writing.

**d. Privilege Pay Overdraft Service.** We offer a discretionary service (“Privilege Pay”) to cover overdrafts on your checking accounts. WECU offers this Privilege Pay to eligible consumer checking account owners who qualify. Privilege Pay is not offered on fiduciary accounts or to anyone who has caused a financial loss to WECU. Privilege Pay is provided to qualified accounts automatically for checks, ACH, and online transactions. Privilege Pay will be provided for debit card purchase transactions only if you expressly request (“opt-in”) it for these transactions. Members have the option to stop these services at any time.

- i. **Discretionary Service.** The Privilege Pay service may be provided once your checking account has been open for 30 days and will continue as long as the account is maintained in good standing with WECU. The Privilege Pay service will be provided for ATM and debit card purchase transactions only if you request it by providing us a one-time opt-in for these transactions. 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. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We 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 will not notify you before we pay or return any item.
- ii. **Overdraft Transactions Covered.** Subject to the requirements set forth above, 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 may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.
- iii. **Overdraft Limit/Available Balance.** We may notify you by separate letter of the overdraft limit to which you

qualify. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. You may request an increase or decrease in your limit at any time. 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.

- iv. **Overdraft Fees.** There is an Overdraft fee for each paid overdraft check or item. If we do not pay the overdraft, there is a NSF/Returned Item fee per check or item. If a returned NSF check or item is presented again on an overdrawn account, there will be an additional NSF returned item fee. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees are set forth in our Fee Schedule.
- v. **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 the overdraft, we may immediately suspend the Privilege Pay service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies. We may impose an account closure fee as set forth in our Fee Schedule.
- vi. **Members' Right to Decline Service.** We offer 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 decline the Privilege Pay service at any time by notifying us. We may require that any verbal declination be confirmed in writing. You understand that by declining this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have declined the service.
- vii. **Credit Union Contact.** For any questions or to exercise your right to decline the Privilege Pay services, 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.

**14. Postdated and Stale-Dated Checks.** You authorize us to accept and pay any check, even if it is presented for payment before its date, unless you notify WECU of the postdating. Your notice will be effective only if WECU receives it in time for us to notify our 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 systems to identify the check. If you give WECU an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and WECU may charge your account as of the date we pay the item. You may make an oral notice that will lapse within fourteen (14) days unless continued in writing within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. 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.

## **15. Stop-Payment Orders**

**a. Stop Payment Requests.** 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, mail, with online banking or in person. For checks, the stop payment will be effective if WECU receives the order in time for us to act upon it, and you state the account number, date, and check number; its exact amount; and to whom it was issued. If you give WECU incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. For ACH debits, the stop-payment order must be received at least three (3) business days before the scheduled date of the transfer. You must state the account number, date, and the exact amount of the item, as well as the number of the item or originator of the ACH debit. If the stop-payment order is not received in time for WECU to act upon it, 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 item to WECU, and to assist WECU in legal action taken against the payee.

**b. Duration of Order.** You may make an oral or written stop payment order. For checks, a written or oral stop payment order will be effective for 24 months, 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. For ACH debits, your written or stop payment order will be effective until all requested entries have stopped, or you contact us to remove a stop payment request.

**c. Liability.** WECU may charge a fee for each stop-payment order requested, as set forth in the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or any other check, or payment guaranteed by WECU. You should be aware that while payment of the item may be stopped, you may remain liable to any person or entity, 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 for failing to stop payment of an item as a result of incorrect information provided by you.

## **16. Night Depository.**

**a. Use of Containers.** We may furnish you with a pouch, bag, or envelopes, and keys or other similar means by which you can make a deposit in the Night Depository. You agree to use the night depository containers we furnish and to use them only for deposits made with us. You agree to put containers securely in our night depository facility. The credit union will charge fees for lost keys and bags as set forth in the Rate & Fee Schedule, as amended from time to time.

**b. Making Deposits.** You must list the deposit on a deposit slip and itemize the currency and each check, draft, or other item included in the deposit. You must retain for your own records a duplicate of such deposit slip. You must place the deposit in the bag or other instrument we provide and deposit it in the Night Depository. On the next business day after any such deposit has been made, we will open the deposit bag, pouch, or envelope, verify the deposit and credit the specified account in an amount equal to the amount of the deposit actually received. If the verification discloses any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, we will promptly notify you of such discrepancy. Our relationship as to all property placed in the Night Depository shall be that of bailor and bailee of such property and we will not be liable to you as an insurer of said property. No relationship of debtor or creditor between us shall arise until we have opened the bag or pouch and the deposit has been credited to your account. Our findings and records made by any two (2) employees as to the presence in or absence from the Night Depository of any bag or container and as to the contents thereof shall be conclusive and binding.

**c. Use of Facility.** The Night Depository is to be used only for the deposit therein of cash and checks, drafts, or other like items, and is not to be used for any dangerous or unlawful purpose.

**d. Our Liability.** We may temporarily withdraw a Night Depository facility from use at any time without notice and we will not be liable for any consequences or damages arising from unavailability of the facility. We will not be responsible or liable at any time for the operation, safety, or condition of the Night Depository, the premises on which it is located, or of any keys, locks, pouches, envelopes, or other equipment loaned or furnished for use in connection therewith and you agree to indemnify WECU from any loss or damage resulting from or incurred in your use of the Night Depository facilities and equipment.

**e. Failure to Conform.** You agree to hold us harmless from any claims or damages arising from using containers other than those we furnish or for failing to conform to all terms of this Night Depository service.

**17. 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.

**18. Credit Union's Liability for Errors.** If WECU does not properly complete a transaction according to this Agreement, we may be liable for your losses or damages, but 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 sufficient available funds to make the transaction; (b) circumstances beyond WECU's control prevent the transaction; (c) your loss is caused by your negligence, including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account are 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 non-actions are consistent with applicable state law, U.S. 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 terms of this Agreement. Any conflict between oral representations by you or Credit Union employees, and any written form, will be resolved by reference to this Agreement and applicable written form. You understand and agree that WECU may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or image copy is as valid as an original document.

**19. Credit Union's 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 without further notice to you. If WECU chooses not to enforce its lien, we do not waive our 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 to WECU, except obligations secured by your primary dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties without our prior written consent.

**20. Legal Process.** If any legal action, such as a levy, garnishment or attachment, is brought against your account, WECU may refuse to pay any money from your account until the dispute is resolved. If WECU incurs any expenses or attorney fees in responding to legal processes, 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.

**21. Account Information.** Upon your request, WECU will inform you of the name and address of each credit reporting

agency from which we obtain a credit report in connection with your account. WECU agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies, or court orders; or (d) you give us your express permission.

## 22. Notices

**a. Name or Address Changes.** It is your responsibility to notify WECU of 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 us. WECU will accept notices of changes in address and any other notice from you to us only if provided in writing, in person, by telephone, with online banking, by secure messaging.

**b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this 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. WECU reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint member. 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.

**c. Effect of Notice.** Any written notice you give to WECU is effective when it is actually received by us. WECU reserves the right to accept oral instructions, and you agree to hold WECU harmless from any liability as a result of such instructions. Any written notice WECU gives to you is effective when it is deposited in U.S. Postal Service mail, postage-prepaid and addressed to your address on record with WECU. Notice to any one account owner is considered notice to all account owners.

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

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

**f. Consent to Communications.** By providing an email address, telephone number, cellular phone number, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls,

text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor, and record phone conversations made or received by our employees. You may revoke this authorization at any time.

**23. Taxpayer Identification Number (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, WECU is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding, as well as civil or criminal penalties. If you refuse to provide your TIN, WECU may delay the opening of your account.

## 24. Statements

**a. Contents.** If WECU provides a statement of 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 (1) 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 that we provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed or made available to you.

**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 check or item drawn on your account if (i) 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 (ii) any items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized EFTs as set forth in the Electronic Services Agreement.

**c. Notice to Credit Union.** 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 us 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 us in writing within the above time limit after the statement is mailed or made available to you.

**d. Electronic Statements (E-Statements).** If you have elected to receive your statement electronically, it will be available through online banking to access, review, print, and otherwise copy or download each month for the previous period's statement, as disclosed in your E-Statement Consent.

**25. Inactive, Dormant, and Abandoned Accounts.** If you have an account that you have not made a withdrawal from, deposit to, renewal of, or transfer to or from for more than twelve (12) months, WECU may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth on the Fee Schedule. If your account is classified as inactive and WECU has been unable to contact you by regular mail during this period, we may classify your account as dormant and may charge a dormant account service fee as allowed by law and set forth on the Fee Schedule. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or WECU has had no other contact with you within three (3) years, as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, WECU has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**26. Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with WECU, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. WECU may require the survivor or other claimant to the account to produce certain documents before releasing any funds. WECU may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until WECU learns of an account owner's death. Once WECU learns of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days, unless WECU receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that WECU can require that anyone who claims funds in your account after your death to indemnify WECU for any losses resulting from honoring that claim. As a Joint Owner, we may require you to close the account, transfer the funds to an active account of a WECU member, or you would need to qualify for membership with WECU. You and any surviving owner or beneficiary agree(s) 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.

**27. 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: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft plan; (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; (h) if you engage in any activity of betting or wagering or are otherwise engaged in any Internet gambling business; or (i) any owner/member causes WECU to suffer a loss. 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 any item after termination, you agree to reimburse us for payment.

**28. Termination of Membership.** You may terminate your Credit Union membership after giving notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts; if you fail to comply with Credit Union Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to Credit Union officials, staff and members or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to WECU or violating any terms of membership. If you are expelled, you may not be a joint owner/member on another account.

**29. Special Account Instructions.** You may request WECU to facilitate certain trust, will, or court-ordered account arrangements. However, because WECU does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) 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 designation of yours. If you ask WECU to follow instructions, we believe might expose us 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 or otherwise indemnify WECU. Any item with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Account Card and be accepted by WECU. WECU will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written power of attorney on record at WECU. 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.

**30. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power or we receive notice as stated below. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**31. Hold Harmless For Action Of Agent.** You understand that when we are requested to honor the instructions of someone claiming to be your agent and/or attorney-in-fact upon presentation of a power of attorney form (whether on a standard Bank form or one you or your attorney prepare) we must consider the authenticity and continued validity of the power, evaluate the power and determine whether the instructions are consistent with it. You agree not to hold us responsible for any loss or damage you may incur as a result of the decision we make whether or not to follow the instructions given by the agent as long as our decision is made in good faith.

**32. Fees and Charges.** For fees and charges related to your account, please reference WECU's Fee Schedule which is incorporated herein by this reference.

**33. 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.

**34. 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.

**35. Governing Law.** This Agreement is governed by WECU's Bylaws, federal laws and regulations, the laws and regulations of the state of Washington and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where WECU is located or the county in which the member resides, if required by law. 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.

**36. Loan Only Member Service Limitation.** Unless you request and are approved for full deposit and electronic services, your use of such Credit Union services may be limited. These limitations include restrictions such as check cashing, cashier's check purchases, etc. and other limitations the Credit Union may establish.

## II. FUNDS AVAILABILITY POLICY

**1. General Policy.** For Savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law and Regulation CC. For checking accounts our policy is set forth below.

Our policy is to make funds from your deposits to your checking account available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays, unless otherwise disclosed at branch locations. We have different deposit cutoff hours for different locations which are equivalent to our Branch closing hours. If you make a deposit before our cutoff hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. WECU may hold deposits to savings accounts and any deposits of checks drawn on foreign financial institutions for a reasonable period at WECU's discretion.

Funds deposited with a Teller or Loan Officer at branch locations will be posted before the end of the business day. For deposits made at a WECU ATM, if you deposit funds before 2:30pm on a business day, then it is considered the day of deposit. If you deposit funds after 2:30pm or a non-business day, however, we will consider the day of deposit to be the following business day.

**2. Reservation of Right to Hold.** In some cases, we

will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

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

**5. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers' and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first

\$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. Deposits at ATMs.** For accounts open more than 90 days and in good standing, the first \$225 of the total daily deposit(s) to your account(s) will be available on the day of deposit. We may hold the availability of remaining funds deposited until the second business day. This applies to deposits made at WECU ATMs and ATMs that we do not own or operate.

**7. Deposits through Mobile Deposit.** WECU may place a hold on checks deposited through the Mobile Deposit services. Generally, funds from items deposited through the Service will be available at the end of second business day after WECU has successfully received the check image. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit.

**8. Questions Relating to Availability.** If you have questions about the availability of your deposited funds, please ask at the time of deposit or contact us at 360-676-1168.

### III. ELECTRONIC SERVICES

**1. General.** The following terms and conditions cover your and our rights and responsibilities concerning electronic services offered to you by Credit Union. In this Agreement, the words "you" and "yours" mean those who sign an application as applicants, joint account owners or any authorized users. Upon executing and submitting your electronic enrollment for a VISA Debit Card you and any joint applicant jointly and severally agree that your electronic signature(s) constitutes your valid signature(s) agreeing to the terms and conditions of this Agreement, and any amendments. By signing the account card or online enrollment for Telephone Banking (audio response) and other electronic funds transfers ("EFTs") services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. You authorize WECU to obtain a credit report and make any inquiries about your accounts and credit history from consumer reporting agencies and any person appropriate in connection with your application and to share such information with others as allowed by the law. Any joint applicant must be a joint owner on your savings and checking account(s) in order to access the account with the VISA Debit Card or EFT services.

**2. VISA Debit Card.** You may use your VISA debit card to purchase goods and services any place it is honored by participating merchants, including at POS terminals within the networks or such other POS terminals as WECU may designate. Funds to cover your card purchases and ATM transactions 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 Service or

may terminate all services under the Agreement. 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 \$10,000 each day if you have available funds in your account.

You may use your debit card and Personal Identification Number (“PIN”) in ATMs of WECU, The CO-OP Network, STAR, 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:

- i. Make withdrawals of cash from savings or checking accounts;
- ii. Make deposits to your savings and checking accounts at deposit-taking ATMs;
- iii. Transfer funds between your savings and checking accounts; and
- iv. Obtain balance information on your savings and checking accounts.

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 \$510 each day if you have available funds in your account. Any charges applicable to cash withdrawals are set forth on the Fee Schedule. 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. You may transfer between your savings or checking accounts up to the available balance in your accounts at the time of the transfer at available locations.

You may not use the 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 debit card or account for any illegal or unlawful transaction. Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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 funds.

**3. Online Banking.** Terms, Conditions, and Agreements related to Online Banking can be found in our “Electronic Services Agreement”.

**4. Telephone Banking (Audio Response) Access.** Once we have approved access to your accounts through the Telephone Banking service, you will choose an access code. You must use your access code along with your social security number to access your accounts. At the present time you may use the Telephone Banking service to perform the following transactions:

- i. Obtain balance information from your savings,

checking, or certificate/IRA accounts and loan accounts, including VISA.

- ii. Transfer funds between these same accounts (except certificates/IRAs)
- iii. Make loan payments to any of your loan accounts, including VISA.
- iv. Withdraw funds from savings or checking accounts by check made payable to you.
- v. Access your Timeline and Visa Accounts (loan advance withdrawals will be subject to the Agreement governing the account).
- vi. 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.
- vii. Obtain transaction history on your checking, savings and loan accounts.
- viii. Obtain tax information on your accounts.

Your accounts can be accessed using audio response via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Telephone Banking 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 an account. 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.

**5. 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.

**6. Preauthorized EFTs and Direct Deposit.** Preauthorized EFTs may be made into or from your Credit

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

**7. Conditions of Account and Card Use.** The use of your card and account are subject to the following conditions:

**a. Card Ownership.** Any card or other device 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 any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.

**b. Authorized Users.** You may authorize secondary users to make account transactions with your debit card. You are fully responsible for any transactions that authorized user initiates. You agree the authority of the authorized user shall continue until you revoke it in writing, and we have had an opportunity to act upon it.

**c. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor it 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 cash.

**d. Security of PIN, Password, and Access Code.** The Personal Identification Number (PIN) issued to you or access code you select is for your security purposes. The access codes are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. If you authorize anyone to have or use your access codes, you understand that person may use the Online, Mobile and Telephone Banking services to review all of your account information and make account transactions you authorize anyone to have or use your access codes, you understand that person may use the Online, Mobile and Telephone Banking services or ATM Point-of-Sale transactions with your card or PIN. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your

accounts. If you authorize anyone to use your access codes 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 that all account owners have chosen an access code. If you authorize or permit anyone else to have or use your access code, all account owners and authorized users will have full access to use your access codes. You understand that person may use the Online, Mobile and Telephone services to review all deposit and loan account information of any account owner and make account transactions on any deposit or loan accounts of any account owner and make account transactions on any deposit or loan accounts of any account owner.

**e. Foreign Transactions.** Purchases and cash advances transactions made in or with merchants located 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. If there is a currency conversion, you may be charged a foreign transaction fee of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

**f. Illegal Internet Gambling.** You agree that all transactions you initiate by using your Visa debit card are legal in the jurisdiction where you live and/ or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit card.

**g. Non-Visa Checking Transactions Processing.** We have enabled non-Visa debit transaction processing. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as The CO-OP Network, STAR, and PLUS networks. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the STAR Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using

known information derived from an existing relationship with you instead of through PIN use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in "Member Liability" will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN but are not generally known for having cards present.

**8. Member Liability.** You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, card, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, PIN, or access code and accessed your accounts without your authority, or if you believe an EFT has been made without your permission using information from your checks. Telephoning is the best way of keeping your possible losses down. For debit card transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your card and you provide us with a written statement regarding your unauthorized debit card claim. Otherwise, the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Your liability for unauthorized line-of-credit transactions through an EFT service is \$50. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, PIN, access code, or other means, inform us at once. If you do not inform us within sixty (60) days after the statement was mailed or made available to you, you may be liable for up to the full amount of the loss if we can prove we could have stopped someone from making the transfers if you had informed us. 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, please notify us at:

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

**Business Days.** Our business days are Monday through Friday excluding federal holidays. **After hours call 800-682-6075.**

## 9. Transaction Documentation.

**a. Periodic Statements.** Withdrawals, transfers, deposits, and purchase transactions through an ATM, POS terminal, participating merchant will be recorded on your periodic statement, which will be sent by mail or electronically, if you have requested electronic statements. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

**b. Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit was made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

**c. Terminal Receipt.** A receipt will be made available to you at the time you make a transaction using an ATM, POS terminal or with a participating VISA merchant, except some electronic terminals may not provide receipts for transactions of \$15 or less.

**10. Account Information Disclosure.** We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: [www.wecu.com](http://www.wecu.com). However, we may disclose information to third parties about your account or the transfers you make:

- i. As necessary to complete transactions;
- ii. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- iii. To comply with government agency or court orders;
- iv. If you give us your express permission.

**11. Credit Union Liability for Failure to Make Transfers.** WECU is responsible only for exercising ordinary care in making payment upon your authorization and for mailing or sending a payment to the designated payee. We are not liable in any way for damage you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond WECU's control. In no case will we automatically resubmit a payment for you after funds have become available. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment or access

software. In this regard, although we have taken measures to provide security for communications from you to us and may have referred to such communication as “secured,” we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. WECU will not be liable for the following:

- i. 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.
- ii. If you used the wrong access code or you used an ATM, access code or card in an incorrect manner.
- iii. If the ATM where you are making the transfer does not have enough cash.
- iv. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- v. If circumstances beyond our control (such as telecommunication, fire, flood or power failure) prevent the transaction.
- vi. If the money in your account is subject to legal process or other claim.
- vii. If your account is frozen because of a delinquent loan.
- viii. If the error was caused by a system of the designated ATM networks, Internet service provider or bill payment processor, or any other participating network.
- ix. If there are other exceptions as established by WECU.
- x. The ATM or POS terminal may retain your card in certain instances, in which event you may contact WECU about its replacement.
- xi. If your computer fails or malfunctions or the EFT services were not properly working and such problems should have been apparent when you attempted such transaction.
- xii. If you have not given WECU complete, correct, and current instructions so WECU can process a transfer or bill payment.

## **12. Preauthorized Electronic Fund Transfers.**

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

**b. Notice of Varying Amounts.** If these payments will vary in amount, you have the right to receive written notice of the amount of the transfer ten (10) days before the

scheduled transfer date. You agree WECU will not provide such notice, but such notice must be obtained from the payee.

**c. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages if you gave us the correct information.

**13. 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:

- i. You or any authorized user of your card or access code breach this or any other agreement with us;
- ii. We have reason to believe that there has been an unauthorized use of your access code or card;
- iii. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- iv. 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.

**14. Notices.** WECU reserves the right to change the terms and conditions upon which this service is offered. WECU will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing WECU account and any future changes to those regulations.

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

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

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question,

(ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transaction initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for VISA debit card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation.

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

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

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

## IV. WIRE TRANSFERS

### WIRE TRANSFER AGREEMENT

By signing a Wire Transfer Authorization or requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between Whatcom Educational Credit Union ("Credit Union" and "WECU") and Member and its

authorized agents ("Member" or "you," "your," and "yours") governs the origination and receipt of wire transfers on behalf of the Member.

**1. Definitions.** The party whom the Member is transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer."

**2. Service Description.** The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member at another financial institution. Members may initiate a funds transfer by contacting the Credit Union in the manner the parties mutually agree. The Credit Union offers a service for sending outgoing funds transfers from Member accounts in accordance with the terms and conditions of this Agreement.

**3. Funds Transfer Business Days & Cutoff Times.** Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's funds-transfer cut-off times are 2:30 PM Pacific Time for domestic wires and 12:00 PM Pacific Time for international wires. Wire Transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfer requests, amendments or cancellations.

**4. Fees.** The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made, any Wire Transfer Recurring Fees and any additional applicable fees for wire transfers set forth in the Credit Union Fee Schedule. All fees are subject to change from time to time at WECU's discretion.

**5. Member Indemnity.** The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the Member or any other person acting on the Member's behalf, including without limitation: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal, written or online wire transfer requests without the signature or proper identification of Member or

Member's representative requesting the transfer.

**6. Credit Union Liability.** The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement. The Credit Union will be liable only for its negligence or willful misconduct in performing the services and the Credit Union shall not be liable for acts or omissions by the Member or any other person, including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.

**7. Notice of Errors - Domestic Funds Transfers.**

All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine the statement for any discrepancy concerning any Wire Transfer. If the Member fails to notify the Credit Union of any such discrepancy within fourteen (14) days after the Member received the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within sixty (60) days after notification has been received that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within sixty (60) days after receiving the statement, the Member is precluded from any claim against the Credit Union.

**8. Notice of Errors - International Funds Transfers.**

All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine their statement for any errors concerning any wire transfer. A wire transfer error includes: (i) an incorrect amount paid by the Credit Union, (ii) a computational or bookkeeping error by the Credit Union, (iii) the failure to make the amount of currency available to the designated recipient as stated on any prepayment or receipt disclosure except estimated amounts or (iv) the failure to make funds available to the designated recipient as stated on any prepayment or receipt disclosure except a failure due to extraordinary circumstances outside the Credit Union's control that could not have been reasonably anticipated. If the Member fails to notify the Credit Union of any errors within one hundred eighty (180) days after the disclosed date of availability of the wire transfer funds, the Credit Union shall not be liable for such error. In the event that the funds transfer is delayed or erroneously executed, and a loss is suffered as a result

of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

**9. Recurring Funds Transfers.** Recurring funds transfers are those transfers for which all Wire Transfer information remains the same. Members must supply all required information to complete the transfers. The funds transfer will be initiated on the day specified and will be expedited accordingly unless the day specified falls on a weekend, holiday, or if the Credit Union or Federal Reserve Bank is closed for business in which case the funds will be wired on the next Business Day. Recurring transfers may be modified, changed or altered by contacting the Credit Union. The modification will be effective once it is accepted by the Credit Union and is incorporated in the funds transfer system. The Credit Union requires thirty (30) days' notice to discontinue a recurring funds transfer that was previously authorized.

**10. Security Procedures.** When a Wire Transfer request is authorized by a Member, the Credit Union's security procedures may involve use of identification methods that may include: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and callback procedures agreed by the member and the Credit Union. The Credit Union and Member have agreed to such security procedure options as selected and stated on the Credit Union's Wire Transfer Authorization for each transfer request. For Wire Transfer Requests processed online, through facsimile, or by telephone the Credit Union may require a call back password verification before being processed. If we are unable to reach you by phone to verify the password security within two business days after the intended process date of the wire request, we reserve the right to cancel the wire request without supplying notice to you that the request has been canceled. The Credit Union and Member have agreed to such security procedure options as selected and stated on the Credit Union's Wire Transfer Authorization for recurring funds transfers or each transfer request. Once you have entered a Wire Transfer Agreement and provided us with a member created password, we will review the wire request and perform a call back to you for verification on wires. Once a member created password is established, we will accept Wire Transfer orders from you via telephone, facsimile, or online, provided you have a sufficient balance on deposit in the appropriate account to execute the Wire Transfer order, and you provide the information above to us when we call you to verify your payment request. In addition, the Credit Union may but is not required to take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request. Provided the Credit Union complies with the security procedures selected by the

Member and accepted by Credit Union, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the Member. If the Credit Union does not follow the agreed security option, but can prove the transfer request was originated by the Member, the Member will still be liable for the transfer amount plus transfer fees. The Member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures.

#### **11. Inconsistent Data and Rejections by Credit**

**Union.** If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union's rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) for any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons. By law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

#### **12. Rejection of Credit Union's Transfer Request.**

If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the Member of such rejection, including the reason given for rejection by telephone, electronic message or U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

#### **13. Cancellation and Change by Member - Domestic**

**Funds Transfers.** The Member shall have no right to cancel or amend any transfer request after receipt by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from the Member or its

authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The Credit Union shall have no liability if the cancellation or change is not effected.

**14. Governing Law.** The transactions contemplated by this agreement shall be governed by the laws of the state of Washington and UCC Article 4A and, for international funds transfers, the Consumer Financial Protection Bureau Regulation E. If transmitted through the Federal Reserve, wire transfers will be governed by Federal Reserve Regulation J.

**15. Termination.** The Credit Union may suspend or terminate the wire transfers services at any time, if (i) Credit Union has a reasonable concern about a funds transfer or a possible loss that might be suffered by the Credit Union, (ii) Member has breached or may breach this agreement, or (iii) Credit Union becomes aware of information which may indicate illegal or improper transactions.

## **V. PRIVACY POLICY MAY 10, 2019**

**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.

FACTS	WHAT DOES WECU DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand WECU's Privacy Policy.
<b>What?</b>	<p>The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>a) Social Security number and income</li> <li>b) Account balances and payment history</li> <li>c) Credit history and credit scores</li> </ul> <p>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.</p>
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons WECU chooses to share; and whether you can limit this sharing.

Questions?
Call 360-676-1168 or 800-525-8703 or TTY 800-833-6388, through our Chat service at <a href="http://wecu.com">wecu.com</a> , or write to us at WECU, PO Box 9750, Bellingham, WA 98227-9750.

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

<b>What we do</b>	
<b>How does WECU protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. 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.
<b>How does WECU collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>a) Open an account or apply for a loan</li> <li>b) Apply for any credit union service</li> <li>c) You visit our website, provide us information on any online application or transaction, or information you send to us by email.</li> <li>d) Use your credit or debit card or pay your bills</li> <li>e) Make deposits to or withdrawals from your accounts</li> </ul> <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
<b>Why can't I limit all sharing?</b>	Federal law only gives you the right to limit information sharing as follows: <ul style="list-style-type: none"> <li>a) Sharing for affiliates' everyday business purposes—information about your creditworthiness.</li> <li>b) Affiliates from using your information to market to you.</li> <li>c) Sharing for non-affiliates to market to you.</li> </ul> <p>However, we do not have any affiliates with whom we share any information.</p>

<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>WECU has no affiliates.</i></li> </ul>
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>WECU does not share with non-affiliates so they can market to you except for our joint marketing arrangements.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between <i>WECU</i> and a nonaffiliated financial company where we jointly market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include financial services and insurance companies.</i></li> </ul>

<b>Other Important Information</b>
<p><b>Protecting Children's Private Information.</b> 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.</p> <p><b>Privacy Policy Changes.</b> While we reserve the right to amend this Privacy Policy at any time, you can always review the current version at <a href="http://wecu.com">wecu.com</a>.</p>

