TERMS AND CONDITIONS OF YOUR ACCOUNT

Terms and Conditions, Electronic Transfers, Funds Availability, Truth in Savings
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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: Whenever you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue an account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Washington and other applicable rules such as the operating letters of the Federal Reserve Banks and payment system rules (except to the extent that an agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and

(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the bylaws on request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account that we cashed for you which was initially paid by the payor bank and which is later returned.
to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit that your account be overdrawn to hold disbursement (even if the hold could be declared void and deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a business day we are open, but we pay (or cover) the transaction on the next business day that we are open. At our option, we may take an item for collection rather than for payment. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS - Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, or jointly, may sign to order or withdraw money from your account. You agree that any withdrawal or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is presented in numerical instead of written form, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your withdrawal activity is very low.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a “substitute check” as defined by law, but on which the indorsement or signature required by the Electronic Fund Transfer Act is missing, we may, at our discretion, either honor the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier’s check or similar instrument. You assume full responsibility of any loss or theft. If the cash you withdraw is lost or destroyed. You agree to hold harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfer Act. A transfer initiated by the item introduced in the substitute check conversion process, you agree that we may pay such item.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES - Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdraft account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the initiated on the next business day is returned. In either situation, we can charge you a fee. If you use our Courtesy Pay and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

Determining your available balance - We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance.

Your account’s actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but not settled). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money “available” in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from your actual balance. In other words, your available balance is calculated by subtracting from your actual balance any “holds” placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the section titled “A temporary debit authorization holds your account balance.”

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. The prepayment of your overdraft will be subject to the conditions of the relationship. We may report your account’s activity to a third party if you have not maintained your account balance at the account balance you maintain.

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Determining your available balance - We use the “available balance” method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available” balance may not be the same as your account’s “actual” balance. This means an overdraft or an NSF transaction could occur regardless of your account’s actual balance.
amount of the hold had been equal to the amount of your purchase. For example, if the actual balance is $100 and a temporary debit authorization hold is placed for $25, then the available balance is $75. If an item greater than $75 is presented for payment, such as a check for $80, then your account will be charged an NSF fee or overdraft fee since the hold is insufficient to cover this item. The item may be returned and you will be assessed a charge for it.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrafted or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process ATM and Debit transactions first, in the order they are received on the day they are processed. We process Online banking second, in real time as they occur on the day they are processed. We process On us third, in the order they are received on the day they are processed. We process ACH transactions fourth, in order they are received on the day they are processed. We process MBR Drifts/Checks fifth, by dollar amount - smallest to largest on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness, or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single Account - is owned by one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If one or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Community Property Account - Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw funds unless (1) all persons creating the account agree, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require that the governing body of the entity provide written authorization to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective the following month, or the order will lapse after the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take if the remedies set forth above are insufficient to prevent the item from being paid, and you will not be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. You will receive notice of changes in rates when changes are provided separately in the Truth-In-Savings disclosure or in another document. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items and charges to be paid from the account. Only a joint tenant that is a member can close an account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. At our option, we may suspend your rights to member services if you violate the terms of this agreement. If we have notified you of a change in any terms of this agreement and you and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it and the manner regarding the check or item. If you give us insufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address. We must give you notice of any change of address within 20 days from when the statement is first sent or made available to you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could not be limited with respect to items on the statement but other items with unauthorized signatures or alterations will be shared among the owner(s).

You agree that the time you have to examine your statement and report to us will depend on the circumstances and we will not allow any claim for more than 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on electronic fund transfers (including any transaction that is not processed at the time it is initiated such as one in progress, pending, or in suspense) (e.g., ATM or debit card transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substituted Checks and Your Rights.

Duty to notify statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. If not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.
ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transfer or deposit on the account. However, we reserve the right to suspend or restrict further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any unauthorized and payable debt of any of you now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor’s right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to any account if: (a) it is an individual retirement account or a federal or state deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

AGENT (Single Accounts only) - A single individual is the owner. The agent is merely designated to conduct transactions on the owner’s behalf. The owner does not give up any rights to act on the account, and the agent may only act in any manner that affects the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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 agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

RESTRICTIVE LEGENDS OR INDORESEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than $1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive indorsement.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated processing helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and what identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORESEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign this check on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver’s license number, etc.) must fall within 1 1/2” of the “trailing edge” of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the “trailing edge” is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2” of that edge.

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ABB-TIS-CU 8/1/2019 2a,2Bbk Custom TCM-57CUu,3q,4s,5 201435997-010 Page 4 of 10
ACCOUNT SECURITY - Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number may be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers were made.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you will be responsible for any and all unauthorized transactions against your account, and you reject those, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor your record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and autodialing devices.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you didn't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refund payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identification code you have provided to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order or credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other documents. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means those facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature may have been misused or altered.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the funds are used for the benefit of the child. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor’s date of birth. It is the custodian’s responsibility to properly distribute the funds in the account upon the minor’s death or attainment of the age of majority. For this type of account, the child’s SSN/TIN is used for the Backup Withholding Certification.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to members before any “negative information” may be furnished to a nationwide consumer reporting agency.

"Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about members that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

Courtesy Pay Overdraft Protection. We offer a discretionary overdraft protection service (Courtesy Pay) to cover overdrafts. The Courtesy Pay service is offered to all eligible consumer checking account owners, based on length of time as a Credit
Union member and overall relationship with the Credit Union. Courtesy Pay is not
offered to minors, fiduciary or organizational accounts. If you qualify for Courtesy Pay, we
will notify you at the time of opening an account of your qualification for the service
which will be provided under the following terms and conditions.

1. Discretionary Service. The Courtesy Pay service will be provided once your
checking account has been opened with a limit of $100.00 and after 30 days
of good standing that limit will be increased to $550.00. Courtesy Pay privileges
will continue as long as the account is maintained in good standing with the
Credit Union. The Courtesy Pay service will be provided for ATM and debit
card purchase transactions only if you request Courtesy Pay services by
expressly opting in for those transactions. The Courtesy Pay overdraft protection
is provided only if you have no savings accounts funds available to transfer.
Under the Courtesy 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, authorize a check or item as a right of
obligation to you, pay overdrafts up to an approved overdraft limit, as listed
above, 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 electronic
statements) 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 an item.

2. Overdraft Transactions Covered. Subject to the opt-in requirement 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
("overdrafts"), may be covered under our service: checks, debit card
purchases, online or other electronic funds transfers, ACH debits and other
purchases, or withdrawals authorized by you on your account service or
transactions. We may pay overdrafts up to this overdraft limit provided you
continue to qualify for the service. You may request a decrease in your limit at any
time. The Credit Union’s fees and charges for each paid check or item will be included in this limit. This overdraft balance will not be reduced 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.

3. Overdraft Limit/Available Balance. As stated above there are certain overdraft
limits to which you may qualify. We may pay overdrafts up to this overdraft
limit provided you continue to qualify for the service. You may request
a decrease in your limit at any time. The Credit Union’s fees and charges for
each paid check or item will be included in this limit. This overdraft balance will
not be reduced 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.

4. Overdraft Fees. The fee for each paid overdraft is $25.00 per check or item. If
we do not pay the overdraft, there is an NSF/Returned Item fee of $25.00
per check or item. There is no limit on the number of overdrafts paid or
overdraft fees incurred on any one day. These fees may be amended as set forth in
our Rate, Fee, and Service Charge Schedule.

5. Member Repayment Responsibility. You agree your overdraft balance,
including applicable overdraft fees, is due and payable on demand. If there is
more than one owner on an account, all owners are jointly and separately
liable for repayment of the overdraft balance. If you fail to repay your overdraft
balance within 20 days of notice from us, we may immediately suspend the
Courtesy Pay service. Accounts may be closed for failure to repay
overdraft balances after 60 days and we will report account closures to consumer
reporting agencies.

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

7. Credit Union Contact. For any questions or to exercise your opt-out right from
the Courtesy Pay service, you may call the Credit Union call center at 877-
406-5828.

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**ELECTRONIC FUND TRANSFERS**

**YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of
handling, some of which may not apply to your account. Please read this disclosure
carefully because it tells you your rights and obligations for the transactions listed.
You should keep this notice for future reference.

**Electronic Funds Transfers Initiated By Third Parties.** You may authorize a third
party to initiate electronic fund transfers between your account and the third party’s
account. These transfers to make or receive payment may be one-time occurrences
or may recur as directed by you. These transfers may use the Automated Clearing
House (ACH) or other payments network. Your authorization to the third party to make
these transfers can occur in a number of ways. For example, your authorization to
convert a check or draft to an electronic fund transfer or to electronically pay a
returned check or draft charge can occur when a merchant provides you with notice
and consent for the transaction. With a debit card transaction (typically, at the point of purchase), a
merchant will post a sign and print the notice on a receipt. In all cases, these third
party transfers will require you to provide the third party with your account number and
credit union information. This information can be found on your check or draft as well
as on a deposit or withdrawal slip. Thus, you should only provide your credit union
and member number (along with other information, typically, via other method)
to trusted third parties whom you have authorized to initiate these electronic
fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits
  (such as U.S. Treasury (Social Security) or some employers (payroll)) to be
  a discretion paid into your share draft or share savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain
  recurring bills from your share draft account(s).
- **Electronic check or draft conversion.** You may authorize a merchant or other
  payee to make a one-time electronic payment from your checking or share draft
  account using information from your check or draft to pay for purchases or pay
  bills.
- **Electronic returned check or draft charge.** You may authorize a merchant or
  other payee to initiate an electronic funds transfer to collect a charge in the
  event a check or draft is returned for insufficient funds.

**ATM Transfers - VISA, ACCEL/Exchange, and PLUS Networks - types of
transfers and dollar limitations** - You may access your account(s) by ATM using
your VISA® Check Card and personal identification number, to:

- get cash withdrawals from share draft or share savings account(s) with a debit
card
- you may withdraw no more than $300.00 per day online and $105.00 per day
  offline
- transfer funds from share savings to share draft account(s) with a debit card
- transfer funds from share draft to share savings account(s) with a debit card
- get information about:
  - the account balance of your share draft account(s)
  - with a debit card
  - the account balance of your share savings account(s)
  - with a debit card

Some of these services may not be available at all terminals.

Types of VISA® Check Card Point-of-Sale Transactions - You may access your
share draft account(s) to purchase goods (in person, online, or by phone), pay for
services (in person, online, or by phone), get cash from a merchant, if the merchant
permits, or from a participating financial institution, and do anything that a participating
merchant will accept.

Point-of-Sale Transactions - frequency and dollar limitations - Using your card:

- you may make no more than 10 transactions per day with PIN
- you may make no more than 25 transactions per day with signature based
- you may not exceed $510.00 in transactions per day online and $105.00 per day
  offline

Currency Conversion and International Transactions. When you use your VISA®
Check Card at a merchant that settles in currency other than US dollars, the charge
will be converted into the US dollar amount. The currency conversion rate used
to determine the transaction amount in US dollars is either a rate selected by Visa
from the range of rates available in wholesale currency markets for the applicable
central processing date, which rate may vary from the rate Visa itself receives, or
the government-mandated rate in effect for the applicable central processing date.
The conversion rate in effect on the processing date may differ from the rate in effect
on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international
transactions regardless of whether there is a currency conversion. We pass this
international transaction fee on to you. An international transaction is a
transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or
other illegal purpose. Display of a payment card logo by, for example, an online
merchant does not necessarily mean that transactions are lawful in all jurisdictions in
which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit
transaction processing. This means you may use your Visa-branded debit card on a
PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions
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.

*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that
typically authenticates transactions by use of a personal identification number (PIN)
but that is not generally known for having a card program.
Visa Account Updater Notice of Right to Opt Out. Your Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

Download the Visa Account Updater Opt-in/Out Notice at www.lvcu.org/account-disclosures/ and mail it to the address listed on the form or drop it off at any of our branch locations. You must include your account name, account number, last four digits of your card number, signature, and email address. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

FEES

• We do not charge for direct deposits to any type of account.
• We do not charge for preauthorized payments from any type of account.

 Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

• Terminal transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
• Preauthorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 877-406-5828 to find out whether or not the deposit has been made.
• Periodic statements. You will get a monthly account statement from us for your share draft account(s). You will get a monthly account statement from us for your share savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

• Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
We will charge you $22.00 for each stop-payment order you give.
• Notice of varying amounts. If these regular payments may vary in amount, the person you are paying will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
• Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 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.

FINANCIAL INSTITUTION’S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
(2) If you have an overdraft line and the transfer would go over the credit limit.
(3) If the automated teller machine where you are making the transfer does not have enough cash.
(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
(6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:
(1) where it is necessary for completing transfers; or
(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
(3) in order to comply with government agency or court orders; or
(4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.
• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus any overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.
If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $50.
Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.
If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.
• Additional Limit on Liability for VISA® Check Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Check Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure and give us your card number and/or code. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE
In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or 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.
(3) 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.
You may ask for copies of the documents that we used in our investigation.

LOWER VALLEY CREDIT UNION
OPERATIONS DEPARTMENT
900 YAKIMA VALLEY HWY.
SUNNYSIDE, WASHINGTON 98944
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 877-406-5828

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all accounts.
Our policy is to make funds from your cash and check deposits 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 the funds are available, you
can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of 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.

LONGER DELAYS MAY APPLY
Case-by-case delays. 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. The first $225 of your deposits, however, 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 delay your availability for a longer period under the following circumstances:

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

DEPOSITS AT AUTOMATED TELLER MACHINES
Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second business day after the day of deposit, except that U.S. Treasury checks that are payable to you will be available on the first business day after the day of deposit. Also, the first $225 of a deposit will be available on the first business day after the day of deposit. Checks drawn on Lower Valley Credit Union will be available on the first business day after the day of deposit if the deposit is made at an ATM located on our premises. All ATMs that we own or operate are identified as our machines.

You must maintain a minimum daily balance of $50.00 in your account to avoid a service fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a service fee of $1.00 for that monthly statement cycle.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.
Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

Par value of a share:
The par value of a share in this account is $5.00.

IRA SHARE SAVINGS ACCOUNT
Rate Information:
You will be paid the dividend rate for your account for at least 30 calendar days. We will never decrease this rate unless we first give you at least 30 days notice in writing.

Compounding and crediting - Dividends will be compounded every month.
Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
The minimum balance required to open this account is $50.00, unless the member is under 18 years of age.

SECONDARY SHARE SAVINGS ACCOUNT
Rate Information:
You will be paid the dividend rate for your account for at least 30 calendar days. We will never decrease this rate unless we first give you at least 30 days notice in writing.

Compounding and crediting - Dividends will be compounded every month.
Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
The minimum balance required to open this account is $50.00, unless the member is under 18 years of age.

You will be paid the dividend rate for your account for at least 30 calendar days. We will never decrease this rate unless we first give you at least 30 days notice in writing.

Compounding and crediting - Dividends will be compounded every month.
Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
The minimum balance required to open this account is $50.00, unless the member is under 18 years of age.

You must maintain a minimum daily balance of $50.00 in your account to avoid a service fee. If, during any monthly statement cycle, your account balance falls below the required minimum daily balance, your account will be subject to a service fee of $1.00 for that monthly statement cycle.

You must maintain a minimum daily balance of $5.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.
Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, or telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.
CONSUMER MONEY MARKET ACCOUNT

Rate Information: You will be paid the dividend rate for your account for at least 30 calendar days. We will never decrease this rate unless we first give you at least 30 days notice in writing.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
The minimum balance required to open this account is $2,500.00. You must maintain a minimum daily balance of $2,500.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of $10.00 for that month.
You must maintain a minimum daily balance of $2,500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:
An excess transaction fee of $1.00 will be charged for each debit transaction (withdrawal, draft paid, automatic transfer or payment out of this account) in excess of six during a calendar month.

BUSINESS MONEY MARKET ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Rate Information:
You will be paid the dividend rate for your account for at least 30 calendar days. We will never decrease this rate unless we first give you at least 30 days notice in writing.

Compounding and crediting - Dividends will be compounded every month. Dividends will be credited to your account every month.

Dividend period - For this account type, the dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:
The minimum balance required to open this account is $2,500.00. You must maintain a minimum daily balance of $2,500.00 in your account to avoid a minimum balance fee. If, during any month, your account balance falls below the required minimum daily balance, your account will be subject to a minimum balance fee of $10.00 for that month.
You must maintain a minimum daily balance of $2,500.00 in your account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:
During any calendar month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized, automatic, or computer transfer, telephonic order or instruction, or by check, draft, debit card, or similar order to a third party. If you exceed the transfer limitations set forth above, your account will be subject to closure by the credit union.

Fees and charges:
An excess transaction fee of $1.00 will be charged for each debit transaction (withdrawal, draft paid, automatic transfer or payment out of this account) in excess of six during a calendar month.
As of the last dividend declaration date, the dividend rate was ——— % with an annual percentage yield of ——— %.

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was $50,000.00 or more, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than $24,999.99, but less than $50,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 3 - As of the last dividend declaration date, if your daily balance was more than $9,999.99, but less than $25,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 4 - As of the last dividend declaration date, if your daily balance was more than $2,499.99, but less than $10,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

□ CONSUMER MONEY MARKET ACCOUNT

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was $50,000.00 or more, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than $24,999.99, but less than $50,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 3 - As of the last dividend declaration date, if your daily balance was more than $9,999.99, but less than $25,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 4 - As of the last dividend declaration date, if your daily balance was more than $2,499.99, but less than $10,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

□ BUSINESS MONEY MARKET ACCOUNT

Last declared dividend rate:

Tier 1 - As of the last dividend declaration date, if your daily balance was $50,000.00 or more, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 2 - As of the last dividend declaration date, if your daily balance was more than $24,999.99, but less than $50,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 3 - As of the last dividend declaration date, if your daily balance was more than $9,999.99, but less than $25,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

Tier 4 - As of the last dividend declaration date, if your daily balance was more than $2,499.99, but less than $10,000.00, the dividend rate paid on the entire balance in your account was ——— %, with an annual percentage yield of ——— %.

□ IRA SHARE SAVINGS ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was ——— % with an annual percentage yield of ——— % on your account.

□ SECTOR SHARE SAVINGS ACCOUNT

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was ——— % with an annual percentage yield of ——— % on your account.