

MEMBERSHIP & ACCOUNT AGREEMENT

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Membership & Account Agreement

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning membership and account(s) offered to you. In this Agreement, the words "you" and "yours" mean all of those who sign the Application for Membership, Account Enhancement Card or Account Change Card. The words "we," "us," and "our" mean the Rivermark Community Credit Union ("Credit Union"). The word "account" means any one or more share or deposit accounts you have with the Credit Union. The words "Account Card" mean any Application for Membership, Account Enhancement Card, or Account Change Card.

The classification and form of ownership of your accounts (including Certificates of Deposit) are designated on your Account Card. By signing the Application for Membership or Account Card that is a part of this Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, which includes the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures including the Deposit Rate Sheet and Fee Schedule, any account receipt, and including any amendments to these which we may make from time to time. You agree that additional accounts and services you request in the future will be governed by this Agreement.

I. MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility. To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within our field of membership and must purchase and maintain at least one share (the Membership Share Account) as required by our Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility and qualifications for any accounts and services you request or that we may offer.

2. Always a Member. Once you join us, you will retain your membership provided you maintain a minimum share deposit required by our Bylaws and abide by the terms of this Agreement, the Bylaws, and other applicable laws, policies, and procedures. If you leave your job or move from the area, you can still use the Credit Union, provided you keep your share account open.

3. Voting. The Credit Union is owned and operated by our members. Each primary member may cast one vote at our annual meeting to elect our Board of Directors. Joint owners are not eligible to vote.

4. Individual Accounts. An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or Payable on Death ("POD") beneficiary, if applicable.

5. Joint Accounts. An account owned by two or more persons is a joint account. As used in this Agreement, "joint owner" includes any user authorized by you on an account, regardless of whether that user has any ownership interest in the account or any funds in it.

a. Right of Survivorship. Joint owners' rights in accounts are held jointly with rights of survivorship. As such, upon the death of one of the joint owners, that person's interest will become the property of the surviving joint owner(s).

b. Rights of Joint Owners. Any joint owner is authorized and

deemed to act for the other owner(s) and we may accept orders and instructions regarding the account and requests for future services from any other owner. Each owner guarantees the signature of the other owners. Any owner may stop payment on items drawn on an account, and/or withdraw or pledge all or any part of the shares of any account, except funds representing a membership share, without the consent of other owners(s), and we shall have no duty to notify any other owner(s) of any such actions. Any owners may remove themselves from any account at any time. The primary member may remove a joint account owner from the account without prior approval of any other joint account owner. The Credit Union may require the primary member to complete a new Signature Card (without the signature of the joint account owner) before removal of the joint account owner is effective. If we receive a request by a joint owner to remove the primary member we may treat the inquiry as a request for a withdrawal of all funds (except the membership share) from the existing account and a transfer to another account of those funds. The Credit Union may require written consent of all owners for any change to, or termination of the account to be effective. The removal from an account does not affect a joint owner's liability for transactions on the account that occurred while he or she was an owner. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint owners agree in writing to any transaction concerning the account.

c. Joint 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's owners is jointly and severally liable to us for the unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any owner is indebted to the Credit Union, we may enforce our rights against any or all funds in the joint account regardless of who contributed the funds to it.

6. Accounts for Minors. If a minor is an owner on an account, we reserve the right to require a joint owner who is the parent or legal guardian of the minor. The Credit Union may make payments of funds directly to the minor. If any amounts cannot be collected from the minor, the joint owner agrees to pay them. The Credit Union has no duty to inquire as to the use or purpose of any transaction by the minor or joint owner.

a. Uniform Transfer to Minor Accounts. A Uniform Transfer to Minor Account (UTMA) is an individual account established in accordance with Oregon law by a member as a custodian on behalf of a minor (a person under twenty-one (21) years of age). The custodian shall open the account in the name of the minor, include the minor's tax identification number, and must sign his or her own name on the Account Card. The custodian is the owner of the account for the exclusive right and benefit of the minor and, barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The custodian must hold and use the funds in accordance with applicable law, but we will not be responsible for verifying the use or disposition of any funds in such an account. In the event of the custodian's death, if there is no designated successor custodian, the Credit Union may place an administrative hold on the account until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal. It is the Custodian's responsibility to change the status of the account when the minor reaches age 21.

7. Accounts for Trusts. An account for a trust is an individual account held by one or more trustees of a trust for the benefit of one or

more beneficiaries pursuant to a trust agreement. Upon request of the Credit Union, the trustee shall complete or provide any documentation we require. The Trustee warrants that a valid trust has been created and currently exists, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). The Trustee agrees to notify us in writing if a change of trustee occurs. We may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any trustee until a written notice of revocation of the trust or a change in trustees is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold us harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which the Credit Union relies. This Agreement shall be binding on the trust, any trustee, successor trustees and beneficiaries.

8. Accounts of Businesses and Organizations. Upon our request, the authorized representative for the business or organization shall complete or provide any documentation we require. You agree to notify us of any change in authorized representatives in writing, which will not be effective until we have had a reasonable time to change our records. The Credit Union may require that checks payable to a business may not be cashed, but must be deposited to a business account. You agree not to hold us responsible for any breach of fiduciary duty arising from a transaction by any agent of an account owner, unless the Credit Union has actual notice of any wrongdoing.

9. Deposit Requirements. Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Deposit Rate Sheet and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate of Deposit Receipt and our Truth in Savings Disclosure, which is incorporated herein by this reference. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements if we choose to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files and to require you to meet any endorsement requirements on insurance, government, or other checks or drafts. Endorsements must be placed in the space on the back of the check between the top edge and 11/2 inches from the top edge. The Credit Union 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 the Credit Union due to the delay or error.

b. Collection of Items. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The

Credit Union reserves the right to send any item for collection.

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

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts in writing in a form acceptable to us. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. If you file bankruptcy and fail to cancel any direct deposit authorization, your failure to cancel at that time will be an instruction to your employer and the Credit Union to treat those subsequent deposits as voluntary payments and apply them in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. Crediting of Deposits. For accounts not governed by our Funds Availability Policy deposits made on Saturdays, Sundays, and Credit Union holidays will generally be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received through the mail or at unstaffed facilities such as night depositories will be credited on the day the items are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

10. Account Access.

a. Authorized Signature. To access any account, the Credit Union must have an authorized signature of yours on an Account Card. We 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 have authorized the use of a facsimile signature, the Credit Union may honor any check or draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number, an access device or PIN to a third party, you authorize us to honor transactions initiated by the third party even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by us (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, telephone or Online Banking). If the Credit Union accepts any check or draft that is not drawn on a form provided through the Credit

Union, you will be responsible for any loss incurred by the Credit Union for handling the check or draft. The Credit Union may return as unpaid any check that is not provided through the Credit Union.

c. Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate a transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an electronic funds transfer (EFT) subject to the terms of III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

d. Electronic Re-presented Checks. If you write a check on a personal 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 the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of III. Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

e. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire or ACH transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. A telephone wire transfer may be initiated by you to another account at another institution if you are listed as beneficiary on that account. Every effort will be made to identify the member over the telephone. The Credit Union may require an authorization signed in person or a Wire Transfer Service Agreement. Wire requests initiated telegram, telex, or FAX will not be accepted. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. The Credit Union reserves the right to confirm or verify information on all wire requests prior to sending the wire. Once the Credit Union has sent an outgoing wire, the transfer is final and cannot be stopped. If you provide incomplete or inaccurate transfer instructions, written or oral, the Credit Union will not be responsible

for any resulting wire transfer losses, delays or failed transactions. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

f. Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

g. Union Dues. The Credit Union offers Automatic Payment of Union Dues to participating locals. Dues are deducted from either Savings or Checking and sent to the union on the fourth Friday of each month.

Your dues must be current before you can begin the program. If you do not have funds in your account to cover the dues deduction, you will be responsible for making payment directly to the union, and you will be subject to a service charge, as set forth in the Deposit Rate Sheet and Fee Schedule. If you choose to save for monthly deduction by using payroll deduction, you authorize us to raise your deduction to cover a dues increase.

11. Account Rates and Fees. The Credit Union's payment of dividends and/or interest on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Deposit Rate Sheet and Fee Schedule and each Certificate of Deposit Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the account services provided by the Credit Union. A current Deposit Rate Sheet and Fee Schedule has been provided to you separately. You agree the Credit Union may change any terms on the Deposit Rate Sheet and Fee Schedule from time to time and you will be notified of such changes as required by law.

12. Transaction Limitations.

a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Any transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Deposit Rate Sheet and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may pay those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered us to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to us; 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. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account up to the maximum time allowed by law.

b. Transfer Limitations. Any limits on the number or type of transfers you can make on an account are shown on the Deposit Rate Sheet and Fee Schedule. We may change the number or type of transfers on an account from time to time, in our discretion. However, there is no limit on the number of transactions you may make in the following

manner: (a) transfers to any loan account with us; (b) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations we impose, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure by us and we may impose a charge.

c. Deposit Reclassification. Your checking and savings account shall consist of two subaccounts: (1) a transaction subaccount and (2) a non-transaction subaccount. We shall distribute your funds between these accounts in accordance with our deposit reclassification policy (which may be changed from time to time at our discretion without further notice to you). All of your account transactions will be posted to the transaction subaccount. The balances in the non-transaction subaccount will be transferred to the transaction subaccount as needed to meet your transactional needs in accordance with Federal Regulatory requirements. This process does not adversely impact your access to your funds held in either account.

These subaccounts will be treated as a single account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these subaccounts. If your account is a non-interest bearing account, neither the transaction subaccount nor the non-transaction subaccount will receive any interest. If your account is an interest-bearing account, both the transaction subaccount and the non-transaction subaccount will receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield ("APY") and APY Earned.

13. Overdrafts.

a. Overdraft Liability. If, on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of any overdraft or if your account balance becomes negative. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Deposit Rate Sheet and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a check or other item that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. Overdraft Protection Plan. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor checks and other items drawn on insufficient funds in any checking account by transferring the necessary funds from a deposit account or loan account of yours, if applicable, to your checking account. Unless otherwise directed, we will transfer funds to your overdrawn account from the deposit and loan accounts designated. The fee for overdraft transfers is set forth on the Deposit Rate Sheet and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement.

14. Postdated and Staledated Items. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify us before the check is presented as required by law. The Credit Union will not be liable for paying the item before the date stated and we may charge your account as of the date we pay the item. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date, but we may do so in our discretion.

15. Stop Payment Orders.

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, via Online Banking, or in person. The stop payment will be effective if the Credit Union receives the order in time for us to act upon the order and you state the number of the account, date, and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, we will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist us in legal action taken against the person.

b. Duration of Order. If you make an oral stop payment order, we reserve the right to require your written confirmation within fourteen (14) days. A stop payment order will be effective for six (6) months. A stop payment order may be renewed orally or in writing. The Credit Union is not obligated to notify you when a stop payment order expires.

c. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth on the Deposit Rate Sheet and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union with the exception, at our discretion, of a Credit Union check that is thought to be lost or stolen. You should be aware that while payment of the item may be stopped, you remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to our action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

d. Lost Items. The Credit Union, 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.

16. Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, our liability to you shall not exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if:

- your account does not contain enough money to make the transaction;
- circumstances beyond the Credit Union's control prevents the transaction;
- your loss is caused, in whole or any part, by your negligence or the negligence of another financial institution; or
- the money in your account is subject to legal process or other claim.

The Credit Union will not be liable for consequential damages except

to the extent applicable law requires us to accept liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and 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.

17. Credit Union Lien and Security Interest. To the extent you owe the Credit Union money, the Credit Union has a lien on any or all of the funds in any account in which you are an owner at the Credit Union, regardless of the source of the funds, unless we waive it in writing. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to immediately enforce its lien, we do not waive our right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree we may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. You may not assign or transfer any account to a third party.

18. Legal Process. If any legal action is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

19. Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except as provided in our Privacy Policy and in accordance with applicable law.

You authorize us to disclose information about your account to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information. You authorize us to disclose information about your account to an account verification service and/or credit reporting agency if we close your account due to unsatisfactory handling, fraud, attempted fraud, or criminal activity.

You agree we may exchange credit report information with others regarding any update or renewal of or additional accounts and services we may offer or extend in the future, or for any other legitimate business purpose. You agree we may share your account information and any information you provide to us with any Credit Union affiliate and others for the purpose of considering your eligibility for their products and services, including financial, insurance, and investment products.

20. Notices.

a. Name and Address Changes. It is your responsibility to notify us if you change your address or name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to us. The Credit Union may accept oral notices of a change in address and may require any notice from you be provided in writing to an employee of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a fee as set forth on the Deposit Rate Sheet and Fee Schedule.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes as required by law. You agree to any new terms or conditions so long as the Credit Union notifies you that changes have been made and makes the amended Agreement available to you via its Web site, in its branches, or mails it to you upon your request. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be accepted by the Credit Union and we may require written proof, such as a signed Account Card. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your last known address. Notice to any one account owner is considered notice to all owners of the account.

21. Taxpayer Identification Numbers. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (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, the Credit Union may suspend the opening of your account.

22. Statements.

a. Contents. If the credit union provides a periodic statement for your account, it will show all transactions and activity we've posted to your account during the statement period. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. Statements will be mailed to the last address you have provided to us or as we have otherwise agreed. You understand statements and checks are considered to have been made available to you on the date the statement is mailed or the information is otherwise made available to you. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon-copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.

b. Examination. You are responsible for examining each statement and canceled checks and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged or altered item, any unauthorized endorsement on any item drawn on your account, or any other error if (1) you fail to notify the Credit Union within Sixty (60) calendar days of the mailing date of the earliest statement showing the item or other error; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature machine or stamp.

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

above time limit after the statement is made available to you.

23. Dormant, Lost and Abandoned Accounts. IF YOU HAVE AN ACCOUNT THAT YOU HAVE NOT MADE A WITHDRAWAL FROM, DEPOSIT TO, OR TRANSFER INVOLVING YOUR ACCOUNT FOR MORE THAN ONE (1) YEAR, THE CREDIT UNION MAY CLASSIFY YOUR ACCOUNT AS A DORMANT ACCOUNT AND MAY CHARGE A SERVICE FEE AS ALLOWED BY APPLICABLE LAW AND SET FORTH ON THE DEPOSIT RATE SHEET AND FEE SCHEDULE. WE WILL NOTIFY YOU AT YOUR LAST KNOWN ADDRESS PRIOR TO IMPOSING ANY FEE, IF REQUIRED BY LAW. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you as defined under the Oregon Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

24. Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if:

- there is a change in owners or authorized signers;
- there has been a forgery or fraud reported or committed involving your account;
- there is a dispute as to the ownership of the funds in the account;
- any account checks are lost or stolen;
- if there are excessive returned unpaid items not covered by an overdraft protection plan; or
- if there has been any misrepresentation or any other abuse of any of your accounts.

Using any account or transaction with the Credit Union for any illegal activity will constitute a default under this Agreement and may result in the immediate termination of your accounts. If you use any account or transaction for an illegal activity, you agree to indemnify and hold us harmless from any direct or indirect losses caused to us by the illegal activity. You may terminate your account(s) at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment. You further agree to notify all joint account owners of the termination.

25. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. We may suspend all of your account access and services for reasonable cause or expel you from membership for any reason allowed by applicable law, including failure to comply with our bylaws; causing a loss to the membership; causing willful destruction or damage to Credit Union property or acting without civility in dealings with Credit Union members, officers and employees.

26. Death of Account Owner. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of an owner's death, we may pay checks or honor other payments or transfer orders authorized by the deceased owner for a period of ten (10) days unless we receive instructions from any person authorized to stop payment on the checks or other items. You agree that the Credit Union can require anyone who claims funds in your account after your death to

indemnify us for any losses resulting from honoring that claim.

27. POD Beneficiaries. A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, to any named and surviving POD or trust beneficiary/payee designated on your Account Card or other POD Designation form. Accounts payable to more than one POD or trust beneficiary/payee are owned jointly, in equal shares (unless otherwise designated in your Account Card or other POD Designation form), by such beneficiaries with rights of survivorship. In the event there is more than one POD beneficiary designated and the shares are not equal but based on percentage allocations, the surviving POD beneficiaries shall own the funds in the percentages designated. If a POD beneficiary predeceases the account owner, that POD beneficiary share shall lapse and be divided among the other surviving POD beneficiaries pro rata. Any POD beneficiary or trust beneficiary/payee designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary's/payee's interest in any account, except as otherwise provided by law.

28. Special Account Instructions. You may want to set up your accounts with the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union cannot give you legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow instructions that we believe might expose us to any claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify us. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be accepted by the Credit Union and we may require written proof, such as a signed Account Card. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or imaged copy is valid as an original.

29. 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.

30. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action over any provision in the Agreement or to collect any overdrawn funds on accounts covered by 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.

31. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, applicable federal laws and regulations, the laws

and regulations of the State of Oregon and local clearing house rules, as amended from time to time. You agree that venue for any disputes regarding this Agreement shall be any Oregon county in which the Credit Union has a branch.

II. FUNDS AVAILABILITY POLICY

1. General Policy. For savings accounts, we reserve the right to place reasonable holds on all funds deposited up to eleven (11) business days. For checking accounts, our funds availability policy is set forth below.

2. Policies for Checking Accounts. For checking accounts, we have different general policies for funds availability of deposits to your checking account that depend on where you make your deposit. The date on which you may withdraw funds is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, federal holidays, and days the Credit Union is closed.

a. Same Day Availability. Funds from the following deposits are available on the same business day of your deposit:

- Cash
- U.S. Treasury checks that are payable to you
- Electronic direct deposits
- Wire transfers
- Checks drawn on Rivermark Community Credit Union, if deposited at a Rivermark branch

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the same business day of your deposit:

- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

b. Availability of Other Check Deposits.

i. Policy for Deposits at Rivermark Community Credit Union Branches. If you make deposits to your checking account at Rivermark Community Credit Union branches, the following general policy applies. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. At that time, 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. If you make a deposit before 2:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

ii. Policy for Deposits at Shared Branch Facilities. If you make deposits to your checking or savings account at shared branch facilities or using Vcom units located in 7-Eleven® stores, the following general policy applies. You may withdraw funds deposited to your account at the Credit Union based on the following policy:

The delay for other check deposits depends on whether the check is a local or a nonlocal check to the shared branch facility where you are depositing the check. To see whether a check is a local or a nonlocal check, look at the routing number on the check:

Personal Check

_____ 20 _____
Pay to the order of _____ \$ _____
_____ Dollars
(Bank name and location) _____
123456789 000000000000 000

→ Routing Number

For example in Oregon, if the first four digits of the routing number ("1234" in the above example) are 1230 - 1233, 1250 - 1252, 3230 - 3233, 3250 - 3252 then the check is a local check in Oregon. Otherwise, the check is a nonlocal check. Please inquire at the shared branch facility where you intend to deposit your check whether the check is considered local or nonlocal at that shared branch facility. Some checks are marked "payable through" and have a four or nine-digit number nearby. For these checks, use the four-digit number (or the last four digits of the nine-digit number), not the routing number on the bottom of the check, to determine if these checks are local or nonlocal. If you make a deposit before 12:00 PM on a business day that the shared branch is open, we will consider that day to be the day of your deposit. However, if you make a deposit after 12:00 PM, we will consider that the deposit was made on the next business day. Our policy is to make funds from local and nonlocal checks available as follows:

a. Local Checks. The first \$100 from a deposit of local checks will be available on the first business day following the day of your deposit. The remaining funds will be available on the second business day following the day of your deposit. For example, if you deposit a local check in the sum of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

b. Nonlocal Checks. The first \$100 from a deposit of nonlocal checks will be available on the first business day following the day of your deposit. The remaining funds will be available on the fifth business day following the day of your deposit. For example, if you deposit a nonlocal check in the sum of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week.

If you deposit both categories of checks, \$100 from the checks will be available on the next business day following the day of the deposit, not \$100 from each category.

3. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit to checking will be available at least by the first business day after your deposit is received, unless you have overdrawn your account repeatedly in the last six months.

If we are not going to make all of the funds from your deposit available on the same 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 next business day after we receive your deposit.

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

- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- There is an emergency, such as failure of communications or computer equipment.
- We believe a check you deposit will not be paid.
- You have overdrawn your account repeatedly in the last six months.

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 eleventh business day after the day of your deposit.

4. 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.

5. Special Rules For New Accounts. The following special rules may apply during the first thirty (30) days your account is open. Funds from electronic direct deposits will be available on the day we receive the deposit. Funds from deposits of wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 may not be available until 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 \$5,000 may not be available until the second business day after the day of your deposit. Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

6. Deposits At Automated Teller Machines (ATMs). Funds from deposits at Credit Union ATMs in excess of \$100 in one day may not be available until the second business day after the day of deposit. All ATMs that we own or operate are identified as our machines. Funds from deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit.

III. ELECTRONIC FUNDS TRANSFER AGREEMENT

The following disclosures set forth your and our additional rights and responsibilities concerning electronic funds transfers. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic Funds Transfers (EFTs) are electronically initiated transfers of money through preauthorized deposits and payments, electronic check transactions, ATM Card, VISA Debit Card, automated teller machines (ATMs), point of sale (POS), telephone services provided by Phone Branch staff, audio response (Telephone Teller), Online

Banking and Online Bill Pay transactions involving your deposit accounts at the Credit Union.

1. Services.

a. Automated Teller Machines (ATMs). You may use your ATM Card, VISA Debit Card or VISA Credit Card and Personal Identification Number (PIN) at ATMs of the Credit Union, the CO-OP Network, ACCEL, STAR System, Cirrus, PLUS System Network, American Express Traveler's Cheque machines, and such other machines or facilities as the Credit Union may designate. At the present time, you may use an ATM to:

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

b. Preauthorized Electronic Funds Transfers and Direct Deposit. Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage, insurance premium payment or a converted check). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or close your account.

c. Telephone Teller. If we approve your application for telephone access to your accounts under Telephone Teller, an access code can be selected by you. You must use your access code along with your membership number to access your accounts. At the present time you may use the service to:

- Obtain balance information from all your savings, checking and loan accounts including VISA.
- Transfer funds between these same accounts, including loan payments to any of your loan accounts (except from VISA).
- Withdraw from savings by check, made payable to you and mailed to you at your mailing address.
- Verify certain account information, including if a particular check has cleared your account, listing of electronic withdrawals and deposits, loan payment and loan payoff amounts, and account and loan history.
- Access your VISA Account.
- Find out the interest paid and dividends earned on your accounts.

d. Point-of-Sale. If we approve your application for point-of-sale ("POS") services, you may use your card and PIN to pay for purchases from merchants who have agreed to accept the card at POS terminals within the ACCEL network, STAR Systems or such other POS terminals as the Credit Union may designate. POS transactions will be withdrawn from your Checking account.

e. VISA Debit Card. You may use your Card to purchase goods and services any place VISA Debit Cards are honored by participating merchants. Funds to cover your VISA debit purchases will be deducted from your Checking account. If the balance in your account is not sufficient to pay the transaction amount, we may not pay the amount and may terminate all services under this Agreement.

f. Non-VISA Debit Transactions. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as the PLUS or CO-OP networks. The Credit Union will honor your

debit transactions processed by any of these networks.

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

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

g. Online Banking. Upon approval, you may use your personal computer to access your accounts. You must use your Member Number along with your Password to access your accounts. The Online Banking service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Online Banking services may not be available due to system maintenance. You will need a personal computer and a Web browser (such as Netscape Navigator or Microsoft Internet Explorer). Register for Online Banking on our Web site (www.rivermarkcu.org). You are responsible for the installation, maintenance and operation of your computer and modem. The Credit Union will not be responsible for any errors or failures involving any telephone or cable service or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking, money market and loan accounts.
- Review account balance and transaction history for savings, checking, money market, certificate, and IRA accounts.
- Review information on your loan accounts including payment and payoff amounts, due dates, finance charges, interest rate, transaction history, and balance information.
- Make bill payments from your checking account using the Online Bill Pay service.
- Register to receive bills online through the Online Bill Presentment feature of the Online Bill Pay service.
- Register to receive electronic delivery of your Statements and Notices.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable.

h. 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 Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

2. Limitations on Frequency and Amount of Transfers.

We reserve the right to suspend any Card services or any transactions made with certain merchants or made in foreign countries if we or our payment network or processor believe there is a risk of nonpayment due to fraud.

a. Automated Teller Machines (ATMs).

- **Withdrawals.** Cash withdrawals at ATMs can be made as often as you like. The amount you may withdraw with your card is listed in the New Membership Letter accompanying this Agreement, which is incorporated herein by this reference. All withdrawals are subject to sufficient funds in your account. A day ends at 12:00 midnight.
- **Deposits.** Because of the servicing schedule and processing time required in ATM operation, you should review the Credit Union's Funds Availability Policy and Schedule to determine the availability of funds deposited at ATMs.
- **Transfers.** You may transfer up to the available balance in your accounts at the time of the transfer.

b. Telephone Teller. Your accounts can be accessed under Telephone Teller via a touch tone telephone. Telephone Teller will be available for your convenience seven (7) days per week, except when this service is interrupted for a short time for data processing or system maintenance. If you call during this time, contact the credit union office during business hours for assistance. 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 some types of accounts. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Loan Advances from your VISA Account are also governed by your VISA credit card agreement.

c. Point of Sale. Purchases at POS terminals can be made as often as you like. The maximum amount of purchases you may make with your Card each day is listed in the New Membership Letter accompanying this Agreement, which is incorporated herein by this reference. All withdrawals are subject to sufficient funds in your account. A day ends at 12:00 midnight.

d. VISA Debit Card. VISA purchases are limited to the balance available in your account. You are solely responsible for any disputes you may have with merchandise or services received using the VISA Debit Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

We deduct the amount of your transaction, including any charges imposed by the merchant or financial institution, from your Checking account. We may debit or place a hold on your account for a transaction either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice of the transaction – whichever is earlier – even though the transaction may not be actually posted to your account until a later date. When you use your VISA Debit Card for a VISA transaction, if the merchant requests preauthorization for this transaction, we will place a three (3) business day hold on your account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant's request).

e. Online Banking. The following limitations on Online Banking transactions may apply:

i. Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from savings and money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

ii. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy.

iii. E-Mail. You may use e-mail to send messages to us. E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.

iv. Online Bill Pay. When you apply for the Online Bill Pay Service you may designate one or more of your Checking Accounts from which to deduct your authorized bill payments. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies, courts, or "Cash" as payees. We reserve the right to not allow the designation of a particular merchant or institution.

You or any persons who you have authorized to use your Online Bill Pay Service, Online Banking Service, sign-on Password, challenge questions or any other access code can perform the following transactions:

(a) Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.

(b) Obtain information (payee information, payment status information, etc.) about your Online Bill Pay account status.

(c) Online Bill Pay Transactions. You authorize us to process bill payments from your designated account(s). You may use the Online Bill Pay service to initiate the following payment transactions:

- "Future" payments are payments that you initiate in advance by setting the payment amount and due date. The payment can be canceled or changed through Online Bill Pay up until 6:00 p.m. (Pacific Time) on the Scheduled Debit Date.
- "Recurring" payments are payments that are reoccurring

on a fixed due date and fixed amount. You have an option in the Online Bill Pay system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Online Bill Pay up until 6:00 p.m. (Pacific Time) on the Scheduled Debit Date.

(d) Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your designated Checking Account. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

(e) Processing Payments. The Credit Union will initiate your bill payment transfer within one (1) business day of the date you schedule for payment. You will receive a confirmation number at the time of each transaction. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. The dollar limit on any payment is your available balance up to \$9,999.00.

Bill payments are delivered to the payee either electronically, which may take up to five business days from the Scheduled Payment Date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the Scheduled Payment Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

(f) Canceling or Changing Bill Payments. You may cancel or stop payment on Future and Recurring bill payments under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Online Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the 6:00 p.m. deadline on the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Online Bill Pay service, the Credit Union must receive your oral stop payment request at

least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at the telephone number set forth in Section 4 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

3. PIN/Access Code/Password Security. Each ATM-PIN, Telephone Teller Access Code, Online Banking Password and challenge questions, and Verified by VISA Password (PIN) issued to you or chosen by you are for your security purposes. The PIN numbers are confidential and should not be disclosed to any person you do not authorize to access your account or recorded on or with the card. You agree not to disclose or otherwise make your PIN numbers available to anyone not authorized to use your accounts. If you let anyone use any PIN, you agree to be responsible for that use until you specifically notify the Credit Union in writing. If you fail to maintain the security of these PIN numbers and the Credit Union suffers a loss, you agree to repay that loss to the fullest extent allowed by law and agree that we may terminate all of the EFT services as well as other Credit Union deposit and loan services.

4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card, PIN or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card, PIN or access code and accessed your accounts without your authority, or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

For VISA Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses provided you were not grossly negligent (for example keeping your PIN with your Card is grossly negligent) or fraudulent in handling your VISA Debit Card and you provide us with a written statement regarding your unauthorized VISA Debit Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the loss of your ATM Card or 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 told us, you could lose as much as \$500.

Also, if your statement shows EFT transfers that you did not make including those made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized VISA Debit Card purchase transactions – up to the limits set forth above and (ii) for all other unauthorized EFT transactions – up to the full amount of the loss.

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

503.626.6600 or 1.800.452.8502

After hours call Telephone Teller:

503.233.7628 or 1.800.233.7622, use Service Code 68#:

or write:

**Rivermark Community Credit Union
P. O. Box 4044, Beaverton, Oregon 97076-4044**

**Telephone notice may also be given to PEMCO at:
1.800.682.6075**

Rivermark Community Credit Union business days are Monday through Friday. Holidays are not included.

5. Fees and Charges for EFT Services. A transaction fee will be assessed when you request a withdrawal or balance inquiry at an ATM as set forth in the Deposit Rate Sheet and Fee Schedule. The fees may be changed from time to time and we will notify you of any changes as required by law. You authorize us to debit your share or other deposit account for any ATM fee in accordance with your Card Agreement and Disclosure Statement. Please note that when you use an ATM not owned by us, a fee may be charged by the ATM operator or any network used to complete the transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

- Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA from a 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 exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash advances and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S. or U.S. military bases, territories, embassies or consulates.

- Check Dispensing Machines. A transaction fee will be charged when you obtain Traveler's Cheques from an American Express Cheque dispensing machine.

6. Right to Receive Documentation.

a. Periodic Statements. All EFT transactions will be identified on your periodic statement. You will receive a periodic statement on any account with an electronic funds transfer during that month. In any case, you will receive a statement at least once every quarter.

b. Preauthorized Credits. If you 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 call us at 503-626-6600 to find out whether the deposit has been made or use Telephone Teller or Online Banking to confirm direct deposits and review your account activity.

c. Terminal Receipt. You should receive a receipt at the time you make any transfer or withdrawal from your account(s) using an ATM, POS terminal, or a VISA debit transaction with a participating merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

d. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

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

7. Credit Union Liability for Failure to Make Electronic Transfers. If we do not complete an electronic transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for some of your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error.

For Online Banking services, you agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by online browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Internet Explorer browser), or by Internet access providers or by online service providers 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, software, the Credit Union Online Banking services or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Credit Union Online Banking services and may have referred to such services 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.

Additionally, the Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to complete a transaction, if any funds in your account necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, if your account is closed or inactive, or if the transaction involves a loan request exceeding your credit limit.
- If you used the wrong PIN, Access Code, or account number, or you have not properly followed any applicable computer, Internet, or Credit Union instructions for performing the transaction.
- If the terminal where you are making the transaction does not have enough cash or was not working properly and you knew about the problem when you started the transaction.
- If the telephone you use to conduct a Telephone Teller transaction is not working properly and you know or should have known about the breakdown when you started the transaction.
- If your computer fails or malfunctions or the phone lines, Credit Union computer system or the Online Banking service was not properly working and such problem was or should have been apparent when you attempted such transaction.
- If, through no fault of ours, a payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim, or if funds in your account are pledged as collateral or frozen because of a delinquent loan, overdrawn account, or suspected fraud.
- If the error was caused by a system beyond the Credit Union's control such as the ATM network, telecommunications system, or Internet service provider.
- If you have not given the Credit Union complete, correct, or current information so the Credit Union can process a transaction.
- If anyone refuses to honor your VISA Debit Card or ATM Card.
- Any other exceptions as established by the Credit Union.

8. Preauthorized Electronic Fund Transfers.

a. Authorization to Merchants. By providing your account number to any merchant or third party not already listed as a joint owner or authorized user on your account, you authorize all electronic funds transfers out of your account initiated by that merchant or third party.

b. Stop Payment Rights. If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers (excluding Online Bill Pay). You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require you to provide written confirmation of the stop payment order 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.

c. Notice of Varying Amounts. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment 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.

d. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled, and we do not do so unless the reason for our failure was outside of our control, we will be liable for your losses or damages, up to the amount of the transfer.

9. Notices. The Credit Union reserves the right to change the terms and conditions upon which EFT services are offered. The Credit Union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the e-mail address you have designated. Use of these services is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

10. Billing Errors. In case of errors or questions about electronic funds transfers from your checking and savings accounts, telephone us at 503-626-6600 or 1-800-452-8502 and send us a written notice to Rivermark Community Credit Union, P O Box 4044, Beaverton, OR 97076-4044 as soon as you can. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- 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) business 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. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10)* business days 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 the error you assert is an unauthorized VISA transaction, other than a cash disbursement at an ATM, we will credit your account within 5 business days unless we determine that the circumstances or your account history warrant a delay, in which case you will receive credit within 10 business days.) If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

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

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of 10 business days.

** If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S. its possessions and territories, we will have 90 days instead of 45 days to investigate.

11. Termination of EFT Services. You or any other party to your account can terminate this Agreement at any time by notifying the Credit Union in writing and stopping your use of your card and PIN. You must return all cards to the Credit Union. Termination of service will be effective the first business day following receipt of your written notice. You agree that we may terminate this Agreement and your EFT services, if you, or any authorized user of your Accounts, services or PIN breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your Accounts or PIN or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness. If the Credit Union terminates this Agreement, it may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the Credit Union will not accept any further preauthorized transaction instructions. The Credit Union may also program its computer to decline your card or PIN for an EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any transfers made prior to termination.

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

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- 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.
- 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.
- 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.

- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

IV. MEMBERS' PRIVACY NOTICE

Our Privacy Pledge. At Rivermark Community Credit Union we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by the Credit Union and explains what types of member information we collect and under what circumstances we may share it. This privacy policy supersedes any prior policy that we have issued.

Member Information We Collect. The Credit Union collects only relevant information about members that is needed to establish and maintain your account and services as the law allows or requires us to collect. We may collect personal and financial information about you (member information), which is "nonpublic." The member information we collect varies depending on the accounts and services you request and use. We collect information about you from the following sources:

- **Application Information.** We retain personal information we receive from you on any application you provide for membership, deposit accounts, EFT services, loans, or other Credit Union services. This includes information such as name, address, social security number, employment and financial status and credit history.
- **Your Transactions.** Any time you make a transaction on one of your accounts, including ATM or card transactions, loan advances, transactions through Online Banking, over the phone or at a branch we retain the transaction information, including your account number, the date, amount, location of the transaction, and any other pertinent information.
- **Credit Information.** When we evaluate your application for an account or service, we may request a credit report about you from a consumer reporting agency. We retain the personal and credit history information about you and we may use it to evaluate future account service requests.
- **Online.** We obtain information online when you visit our Web site, www.rivermarkcu.org. This includes retaining information you provide us on any online application, online registration, Online Banking transactions or information you send to us by e-mail.

Member Information We Share. In order to provide financial services to you, we share certain information about you with third party service providers. However, we only share information to the extent necessary to service your account or offer new services to you. If we share your information, it is with the goal of bringing you quality services, more choices, and greater convenience. Information we may have about former members is generally only shared or disclosed if necessary to enforce or administer an account or as required by law.

Sharing Information with Third Party Service Providers. In order for us to conduct our operations, including servicing your account or processing your transactions, we need to share information with our service providers, including data processing companies, check, ATM and other payment processing companies, payment networks, loan service providers, insurance companies, collection agencies, credit reporting agencies, and financial service providers with whom we have joint marketing agreements. These service providers act on our behalf and have agreed in writing to keep the member information we provide to

them confidential. We share the following categories of information to third party service providers depending on the specific services provided:

- Personal information (name, address, account number)
- Account information (type of accounts, account balances, transaction history)
- Transaction information (dates, amounts, locations and type of transaction)

We do not share your account numbers with independent third party marketers offering their own products and services. While we may assist in offering financial products and services of our affiliate(s) or other financial service providers, we control the member information used to make such offers.

Sharing Information as Legally Required or Permitted. We may share your member information in response to a lawful request issued by a court, government agency, or regulatory authority, or as permitted by law in order to administer or enforce your account. We may also share our experience information about you with credit bureaus. Our reporting to credit bureaus is governed by the Fair Credit Reporting Act, which affords you the right to make sure that your credit bureau reports are accurate.

Our Confidentiality and Security Safeguards. We maintain strict policies and security controls to assure that member information in our computer systems and files is protected. Our employees and contractors are permitted access to member information that they may need to perform their jobs and to provide service to you. Our employees and contractors have access to such member information as necessary to conduct a transaction or respond to your inquiries. All employees and contractors are required to respect member privacy. No one except our employees and contractors has access to the Credit Union computer system and records storage. The Credit Union has established internal security controls, including physical, electronic and procedural safeguards to protect the information you provide us and the information we collect about you. We will continue to review our internal security controls to safeguard your member information as we employ new technology in the future.

What You Can Do to Help Protect Your Privacy. You can help protect your privacy by following these guidelines:

- Protect your account numbers, card numbers, PINs, access codes, and passwords. Never keep your PIN with your card, which can provide free access to your accounts if your card is lost or stolen.
- Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you claiming to be from the Credit Union and asks you for your account or card number, beware. Credit Union staff will not need to ask you for this information.
- Keep your information with us current. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of your account, we will attempt to contact you immediately. If your address or phone number changes, please let us know.

Online Privacy Protections. Rivermark Community Credit Union collects and stores information on the domain you use to access its Web site, the Internet address of the site from which you linked directly to its site, and the date and time of your visit to its Web site. This information is used to measure the number of visitors to the various pages on the Web site, to help the credit union make improvements to the information contained in the site, and to better serve our members through special marketing and service programs. We use this information to better serve you - we do not gather personally identifiable information.

To protect the information you provide us online, we use multiple levels

of security. The application information we accept online and our Online Banking service rely on industry standard "Secure Socket Layer" (SSL) encryption to secure your transaction information and communication. If we ask you to e-mail us information other than your name, address, e-mail address and phone number, it will be obtained using a secure (SSL encryption) e-mail form.

When you visit our Web site, you can access site information, without revealing your personal identity. Personal identifying information is collected when a member registers to access the Online Banking sections of the Web site. This information lets the credit union regulate entry to these portions that are reserved for access only by our members and to measure member usage. Personal identifying information is also collected in our online registration to access our online auction service. Any personal identification information gathered during the registration process is not disclosed or sold to third parties.

We use cookies to make your online experience easier and more personalized. Cookies are small text files assigned and attached by a web server to a file on your PC. We use cookies in the following way: the Online Banking service places a cookie on your PC when you log in. This temporary cookie holds unique information that identifies you only to our server and is used to authenticate your Online Banking access. Second, to aid in Enhanced Login Security, online banking users can register one or more PCs, which places a cookie on the PC that is used to authenticate subsequent logins from that PC.

E-Mail. Personal information contained in e-mail sent by members and non-members may be used by the credit union to answer questions, follow up on suggestions or complaints, or to improve the level of service the credit union provides. Please be advised that e-mail may not be secure against interception by unauthorized individuals. Therefore, if you wish to communicate sensitive or personal information, you may want to send it by regular mail.

External Links. Our Web site contains links to other sites. Rivermark Community Credit Union is not responsible for the privacy practices or the content of such Web sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information. This privacy statement applies solely to information collected by our Web site. Some of the links from our site will take you off the rivermarkcu.org site to a "co-branded" site where you will see the Rivermark Community Credit Union logo as well as the logo of another service provider. Co-branded Web sites may include Rivermark Investment Group, and Verified by VISA, and may change from time to time. The service provider collects any information that you provide. You are encouraged to read the privacy statement of that provider.

Children's Information Privacy. The financial services offered through our Web site are not directed toward children under age 13. We do not knowingly solicit or collect information from children, and we do not knowingly market to children online without express parental consent or notification. If we receive online information from any child, we will only use the information to respond directly to a child's request. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.



Rivermark

COMMUNITY CREDIT UNION

503.626.6600 • 800.452.8502
www.rivermarkcu.org

Hawthorne

2537 SE Hawthorne Blvd
Portland, OR 97214

Beaverton

4875 SW Griffith Dr.
Beaverton, OR 97005

Gresham

901 SW Highland Dr., Ste. 901-P
Gresham, OR 97080

Clackamas

14935 SE 82nd Dr.
Clackamas, OR 97015

Newberg

2502 Portland Road #5
Newberg, OR 97132

MEMBERSHIP & ACCOUNT AGREEMENT

How Your Credit Union Works



Rivermark

COMMUNITY CREDIT UNION