



Rivermark

COMMUNITY CREDIT UNION

# **BUSINESS MEMBERSHIP & ACCOUNT AGREEMENT**

*How Your Credit Union Works*

# Business Membership & Account Agreement

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## Business Membership & Account Agreement How Your Credit Union Works

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 Business Account Card ("Account 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 classification and form of ownership of your accounts (including Certificates of Deposit) are designated on your Account Card. By signing the Business 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, Business Electronic Funds Transfer Agreement, and 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 credit reports from third parties, including credit reporting agencies, to verify your eligibility and qualifications for any accounts and services you request, that we may offer, or for which you qualify.

**2. Individual (Sole Proprietor) Business Account.** An individual business account is owned by an individual account owner, as a sole proprietor qualified for Credit Union membership. Individual account owners (sole proprietors) may designate one or more authorized signers on the business account.

**a. Death of (Sole Proprietor) Account Owner.** You agree that upon your death, your account ownership interest will pass, subject to applicable law, to your estate. We may require any 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 account owner's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in the account after your death to indemnify the Credit Union for any losses resulting from honoring that claim. Upon the death of the account owner (Sole Proprietor) the authority of any authorized signers is terminated.

**3. Accounts of Business Organizations.** You must designate on the Account Card who is authorized to act on behalf of the Account Owner. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing.

### 4. Certificate of Authority

**a. Name.** The Account owner shown on the front of the Business Account Card is the complete and correct name of the Account Owner.

**b. Authorized Signers.** The listed officers, authorized agents, or trustees, as applicable of the Account Owner presently occupy the positions shown on the Business Account Card and are authorized to transact business on behalf of the Account Owner.

### c. Authority.

i. The individuals signing on the account card certify and agree that the Account Owner's accounts will be governed by the terms of

this Agreement, as amended from time to time.

ii. The Credit Union is directed to accept and pay without further inquiry any withdrawal or item, bearing the appropriate signatures as indicated on the account card, drawn against any of the Account Owner's accounts with the Credit Union.

iii. Any one Authorized Signer is expressly authorized to endorse all checks, notes and other items payable at the Credit Union, authorize any withdrawals, and to execute such other agreements, including opening and closing accounts under the business membership, and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Agreement.

iv. The authority given to the Authorized Signers shall remain in full force until written notice of revocation is delivered to and received by the Credit Union in time for the Credit Union to act upon the notice. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Account Owner will notify the Credit Union of any change in the Account Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Account Owner and the Credit Union before any such change occurs. The Account Owner agrees that the Credit Union shall not be liable for any losses due to the Account Owner's failure to notify the Credit Union of such changes.

**5. 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 1½ 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.** For individual (Sole Proprietor) business accounts, 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 and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. 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.

## 6. 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 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. 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 an 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 and Domestic 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 by 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. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction. Domestic wire transfers are governed by the Uniform Commercial Code Section 4A and 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. You agree that the authorized transfer to or from your account must comply with all applicable federal and state laws or regulations including OFAC (Office of Foreign Asset Control) regulations.

**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.

**7. Night Drop Depository Agreement.** If the Credit Union issues you one or more night depository key(s), you agree to pay any deposit fees and key replacement fees (as applicable) as disclosed on the Business Deposit Rate Sheet and Fee Schedule. Furthermore, you agree to the following terms, conditions, and rules;

**a. Night Depository Service.** The night depository service is provided by the Credit Union as a convenience. You agree that the Credit Union shall not be required to carry insurance on the depository or the contents of any bag deposited therein, nor shall the Credit Union be responsible for any loss of any bag or its contents or any part thereof, except for such losses directly resulting from the gross negligence and/or willful misconduct of the Credit Union and the Credit Union's officers or agents.

**b. Use of Key(s).** You will not transfer to or permit the use of the key(s) by anyone other than the authorized individual(s) whose signature(s) appears on the Business Account Card & Profile. The key(s) will remain Credit Union property and will be returned at any time upon request. You promise to notify the Credit Union immediately of the loss or theft of any depository key assigned to you.

**c. Bag Contents.** Any bag you deposit in the depository will be undamaged and sealed. Each bag will contain a deposit slip, listing contents of the bag in the same manner as though a deposit were

being made in person. Furthermore, you will not place any dangerous or flammable objects/materials in said bag(s).

**d. Institution Authorized to Open Bag.** You authorize the Credit Union to open said bag, remove contents, and make deposit to the account designated on the deposit slip. If the contents of the bag do not conform, either in description or total, to the items listed on the deposit slip, the Credit Union is authorized to change the deposit slip to conform to the contents and complete a deposit correction notice (if applicable). You understand that the Credit Union, and the Credit Union's officers or agents shall be responsible for only such contents as may be found in the bag when opened. You agree that the deposit ticket or deposit correction notice (if applicable) shall be final and conclusive as to the contents of the bag when you deposited it in the night depository.

**e. Authorized Agents.** Each of the authorized agents whose signature appears on the Business Account Card & Profile is authorized to deposit bags in the depository for deposit to the account designated on the deposit slip. This agreement shall continue in effect until written notice of termination has been delivered and received by the Credit Union.

**f. Governing Laws.** This Night Drop Depository Agreement is governed by and subject to all applicable federal laws and all applicable laws of the State of Oregon.

**g. Safety Notice.** The following information is a list of safety precautions regarding the use of Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the night deposit facility is used after dark.
- 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 cash at the night deposit facility.
- If you notice anything suspicious at the night deposit facility, consider coming back later.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Report all crimes to law enforcement officials immediately.

**8. 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.

## 9. 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.

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. Transaction Volumes.** The Credit Union reserves the right to limit the number of items deposited and/or the frequency of deposits per day. If the transactions on your account exceed the agreed volume or amount considered normal for business account activity, the Credit Union may impose an excess transaction fee, limit your account activity, or close your account.

**d. 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.

## 10. 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 is made at the time the check or item is presented to us, which may be later during the day than the time you conduct the transaction. Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. 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.

**11. Courtesy Pay (A Discretionary Overdraft Service).** It is the policy of Rivermark Community Credit Union to comply with applicable laws and regulations, to conduct business in accordance with strict safety and soundness standards, and to provide excellent member service. We offer Courtesy Pay as a discretionary service that *strives to pay your reasonable overdrafts* when your account is in good standing. Each Rivermark checking account has a Courtesy Pay overdraft limit based on your relationship with Rivermark including the age of your account, frequency and amount of deposits and other related account information. Your limit may change periodically based on your account activity with us.

*Overdrafts are paid at our discretion, meaning there is no guarantee that we will always authorize and pay any type of transaction. Our Courtesy Pay service does not constitute an actual or implied agreement between you and the Credit Union, nor does it constitute an actual or implied obligation of or by the Credit Union. Our Courtesy Pay service represents a courtesy that the Credit Union may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause.*

At our discretion, we may pay your non-sufficient funds (NSF) or uncollected funds transactions initiated for payment against your checking account by using your established Courtesy Pay Limit, which may change from time to time. Any and all financial institution fees and charges, including, without limitation, the NSF/overdraft fees (as set forth in our Deposit Rate Sheet and Fee Schedule) will be included as part of this limit. The categories of transactions which may cause an overdraft include, but are not limited to, checks, ATM transactions, debit card transactions, preauthorized automatic debits, telephone or other electronically initiated transfers, unpaid returned items deposited by you, or electronic items or checks deposited to your account that are not yet available for withdrawal according to the Credit Union's Funds Availability Policy or clearing house rules. Transactions may not be presented in the order in which they occurred, and the order in which transactions are received and processed by the Credit Union can affect the total amount of overdraft fees you incur.

**a. Eligibility Requirements.** Generally, your account becomes eligible once the following requirements are met:

- The account has been open for at least thirty (30) days.
- You make regular deposits consistent with your past practices.
- Your account remains in good standing; for example, you are not in default on any loan or other obligation to Rivermark Community Credit Union, and/or your account is not subject to any legal or administrative order or levy, such as bankruptcy or a tax lien.

**b. Eligible Overdraft Items.** If your account is eligible as described above, rather than automatically returning unpaid the following non-sufficient funds items that you may have, we will strive to pay, without obligation on our part, your reasonable overdrafts up to your established Courtesy Pay limit, including our fees. We may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number;
- Automatic bill payments;
- Recurring debit card transactions;
- Everyday debit card purchases or transactions;
- ATM withdrawals or transfers; and
- Automated Clearing House (ACH) withdrawals (Such as an insurance payment or merchant service fee that is automatically paid from your checking account).

**c. Overdraft Limits.** We will strive to pay overdrafts based on your relationship with Rivermark including the age of your account, frequency and amount of deposits and other related account information. Your limits may also be impacted by changes to your deposit and/or overdraft repayment patterns.

**d. Ineligible Accounts and Limitations.** Courtesy Pay is available only to eligible checking accounts on memberships that are maintained in good standing as defined above. Savings accounts, Money Market accounts, Public Fund/Charitable Organization accounts, Fiduciary accounts (such as Estate or Conservator), certain Trust accounts, and any Minor accounts not of legal age are **not eligible** for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for Courtesy Pay service, such as to one account

per household or address, and/or one account per tax identification number.

**e. Overdraft Fees.** We charge a fee for each non-sufficient funds or overdraft item as set forth on the Deposit Rate Sheet and Fee Schedule. There is no limit on the total fees we can charge you for overdrawing your account. A fee will be charged whether we authorize the transaction for payment or return it unpaid. Our NSF and overdraft fees will be included in and count against your established Courtesy Pay Limit.

**f. When Overdrafts are Paid.** Overdrafts are paid at our discretion, which means there is no guarantee that we will always authorize and pay any type of transaction. For example, we do not pay overdrafts if your account is not in good standing, as described earlier, or if you have too many overdrafts. The amount of any overdraft(s) including our fees that you owe us shall be due and payable immediately, without notice or demand from us. Each account owner, and agent if applicable, shall be jointly and severally liable for paying any overdraft amounts, including fees. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you.

**g. Notifications.** You will be notified by mail (or email if you have consented to E-Statements and E-Notices) of any overdraft transactions that are paid or returned unpaid. However, we are not required to notify you before any transaction is paid or returned unpaid. We will mail you a letter to notify you when your account is overdrawn for an extended period of time. If you go 30 days with a negative balance, we will suspend the payment of NSF items until your account is once again in good standing.

**h. Other Overdraft Protection Options.** We offer additional overdraft protection services that you may apply for as described above. This includes overdraft protection from your Business Visa credit card, or overdraft transfers from Business Shares or your other eligible Rivermark accounts. If you apply and are approved for these optional services, you may save money on the total fees you pay us for overdraft protection services.

**i. Opting Out of Courtesy Pay.** You may opt out of Courtesy Pay at any time by visiting one of our branches, writing us at P. O. Box 4044 Beaverton, OR 97076-4044 or calling 503.626.6600 or 800.452.8502.

**j. If You Need Help.** Overdrafts should not be used to pay ordinary or routine expenses and you should not rely on overdrafts as a means to cover these expenses. If at any time you feel you need help with your financial obligations, please visit one of our branches or call us at 503.626.6600, or toll-free at 800.452.8502.

**12. Postdated and Statedated 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.

**13. Stop Payment Orders.**

**a. Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon and ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks and ACH debits, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For preauthorized ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the account number, date and exact amount of the check or ACH, and the check number or originator of the ACH debit. 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.

**14. 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.

**15. 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.

**16. 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.

#### **17. 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 provided in writing by an Authorized Signer before the Credit Union will accept such changes. 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 or signer is considered notice to all owners or signers of the account.

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

#### **18. 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.

**d. Electronic Statements (E-Statements).** If your statement is provided electronically, you will be sent an electronic mail notice that will direct you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address provided by the account owner.

**19. 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.

**20. 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 account signers of the termination.

**21. 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 or creating an undue risk of 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.

**22. Unlawful Internet Gambling Enforcement Act (UIGEA).** You are prohibited from placing, receiving, or otherwise knowingly transmitting a bet or wager by any means considered unlawful under any State or Federal law, including transactions or payments made or received through credit cards, electronic transactions and checks. The Credit Union will not knowingly process these restricted transactions and we reserve the right to close any account or membership associated with any restricted transactions.

Any new or existing business member engaged in an Internet gambling business that opens a new account with the Credit Union will be asked to provide evidence of their legal capacity to do so. If you fail to provide required documentation, the Credit Union reserves the right to close your business membership. UIGEA pertains to unlawful Internet gambling, and doesn't address State Lottery retailers. As part of the new account opening process, the Credit Union may ask you to provide a copy of your State Lottery contract.

**23. Indemnity.** You agree to indemnify and hold the Credit Union harmless from any loss or damage, including attorney fees arising from the Credit Union's actions or reliance upon your account and authorization instructions, including the transactions conducted by or instructions provided by authorized persons on your account, whether such authority is evidenced in writing or provided by you verbally.

**24. 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.

**25. 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.

**26. 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.** For savings accounts, we reserve the right to place reasonable holds on all funds deposited up to nine (9) business days. For checking accounts, our funds availability policy is set forth below.

**2. Policies for Checking Accounts.** 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. 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.

**b. Deposits at Shared Branch Facilities or Using Remote Methods.** If you make deposits to your checking or savings account at shared branch facilities, using Vcom units located in 7-Eleven® stores, or using Mobile or Online Deposit, the following general policy applies. The first \$200 from a deposit of checks will be available on the first business day following the business day of your deposit. The remaining funds will be available on the second business day following the business day of your deposit. For example, if you deposit a check in the sum of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday. Or, if you deposit a check in the sum of \$700 on a Saturday (a non-business day), Monday is the business day of deposit. \$200 of the deposit will be available on Tuesday (the next business day). The remaining \$500 is available on Wednesday (the second business day).

**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 second business day after the day of your deposit. However, the first \$200 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 seventh 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 \$200 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. BUSINESS ELECTRONIC FUNDS TRANSFER AGREEMENT

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services including: Online and Mobile Banking, Online Bill Pay, Electronic Transfers, ATM and Visa Debit Cards, Telephone Teller, Direct Deposit, Mobile Deposit and Online Deposit services (collectively "Electronic Services") offered to you by Rivermark Community Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Rivermark Community Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union and "EFT" means all electronic services, except Mobile Deposits. By submitting an Online, Mobile or other approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you.

Anyone enrolling represents that he or she is authorized to enroll in the service. Anyone using Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. Any joint account holder or an authorized user, acting alone, may effect transactions through the Electronic Services. By providing your telephone and email information to the Credit Union you expressly authorize the Credit Union to contact you at any telephone number or email address you entered, so we can assist you with your account and account services or take measures to prevent fraud on your account. You agree the Credit Union may use automatic telephone dialing systems in connection with calls made to any telephone number you entered,

even if the telephone number is assigned to a cellular telephone service or other service for which the called party is charged. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

**1. Online Banking.** Upon approval, you may use a computer to access your accounts with the online banking ("Online Banking") service. You must use your member username along with your security code ("Access code") to access your accounts. Online Banking is accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a personal computer and a web browser (such as Google Chrome, Firefox, Safari, etc.). The online address for Online Banking is [www.rivermarkcu.org](http://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 service or your computer.

**a. Online Banking Transactions.** At the present time, you or any persons who you have authorized to use your Online Banking Service, sign-on Password, challenge questions or any other access code may use Online Banking to:

- Transfer funds between your savings, checking, money market and loan accounts
- Transfer funds to accounts of other members and persons using the Electronic Transfer service
- Initiate transfers to and from other financial institutions
- Access your credit card or line of credit account up to the credit limit
- Make loan payments from your savings, checking and money market accounts
- Obtain account balance and transaction history on your savings, checking, money market, and certificate accounts (deposit accounts)
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges
- Access copies of cleared checks, e-Statements and eNotices
- Make online Bill Payments from your checking account using the Bill Pay service
- Receive bills online through the Online Bill Presentment feature of Bill Pay
- Request payments to Rivermark loans or to fund deposit accounts from your external Credit Card
- Access and use the personal financial management services and budgeting tools
- Name your account or loan
- Manage your Certificates of Deposit maturity options
- Open a new account online

Transactions involving your deposit accounts will be subject to the terms of your Business Membership and Account Agreement. Transactions involving your credit card or loan accounts will be subject to your applicable Credit Card or Loan Agreement and Disclosures.

**b. Online Banking Service Limitations and Requirements.** The following limitations and requirements on Online Banking transactions may apply:

- Transaction Authorization.** You authorize us to debit your account for any transactions processed through Online Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.
- Transfers.** You may make transfers between accounts of yours as often as you like. However, transfers from your savings, or money market accounts will be limited to a total of six (6) in any one month. You may transfer up to the available balance in your account subject 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.

iii. **Account Information.** The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and our Funds Availability Policy.

iv. **External Payments and Funding.** You may use Online Banking to initiate and authorize payments to your Credit Union account from your external Credit Card account or your savings or checking account at another financial institution. You will be required to enter the payment and credit card or account information and to approve the payment in the Online Banking program. For credit card advances, you agree to pay a processing fee that is a percentage of the payment amount and will be disclosed at the time of the transaction.

v. **Secure Messaging.** You may use the secure messaging function within Online Banking to send messages to us during business hours. However, the secure messaging function may not be used to initiate a transfer on your account. The Credit Union may not immediately receive messaging communications sent by you; therefore, the Credit Union will not take action on transaction requests. Contact the Credit Union immediately regarding any unauthorized transaction or stop payment request; call the Credit Union at the telephone number set forth below.

**2. Online Bill Pay Services.** When you apply for the online bill payment service ("Online Bill Pay") you designate your checking account as the account from which payments that you authorize will be deducted. Each separate payee may be set up to deduct payment from any checking account on which you are an owner. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

**a. Online Bill Pay Transactions** 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:

- Set up and 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.
- Obtain information (payee information, payment status information, etc.) about your Online Bill Pay account status.

**b. Processing 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 7:00 p.m. (Pacific Time) the night before 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 7:00 p.m. (Pacific Time) the night before the Scheduled Debit Date.

**c. 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 account number and payment information. 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 (including Courtesy Pay, as applicable) 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.

**d. 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. If your payment is sent electronically, your account is debited on the Scheduled Payment Date. If your payment is sent by check, the funds will be debited from your account one (1) to two (2) days after the send Scheduled Payment Date. The dollar limit on any payment is your available balance up to \$9,999.99. 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, fees, or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

**e. 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 9:00 p.m. deadline the night before 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 6 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. Mobile Banking Services.** Mobile Banking is a personal financial information management service that allows you to access account information and conduct transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

**a. Mobile Banking Transactions.** At the present time, you or any persons who you have authorized to use your Mobile Banking Service, sign-on Password, or any other access code or method, including Biometrics such as Touch ID or, may use Mobile Banking to:

- Transfer funds between your savings, checking, money market and loan accounts
- Transfer funds to accounts of other members and persons using the Electronic Transfer service
- Initiate transfers to and from other financial institutions
- Access your credit card or line of credit account up to the credit limit
- Make loan payments from your savings, checking and money market accounts
- Obtain account balance and transaction history on your savings, checking, money market, and certificate accounts
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges
- Access copies of cleared checks and mobile deposits
- Make online Bill Payments from your checking account using the Bill Pay service
- Request payments to Rivermark loans or to fund deposit

accounts from your external Credit Card

- Name your account or loan
- Manage your Certificates of Deposit maturity options
- Open a new account online
- Access and use the personal financial management services and budgeting tools
- Securely retrieve your account balances and recent transactions by sending a text message from your mobile phone

The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking enrollment website [www.rivermarkcu.org](http://www.rivermarkcu.org). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

i. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Banking service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service.

ii. Access to Accounts. By enrolling in the Mobile Banking service, you certify you are an owner, joint owner or custodian on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours; including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**b. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree

to the following limitations and conditions:

i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

ii. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with the Mobile Banking service.

iii. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

iv. No Commercial Use or Resale. You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

v. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

vi. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless device or mobile network which you utilize to access the Mobile Banking service. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on the Mobile Banking service reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance

thereon. If you need current account information you agree to contact us directly.

#### 4. Electronic Transfer Services.

**a. Automated Teller Machines (ATM) Transactions.** You may use your Visa Debit card (Card) and Personal Identification Number (PIN) in automated teller machines of the Credit Union; ACCEL, Cirrus, Plus, STAR, Visa, American Express and Co-op Networks; and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings, or checking accounts.
- Transfer funds between your savings, and checking accounts.
- Obtain account balance information on savings and checking accounts.
- Make deposits to your savings or checking accounts at Credit Union ATMs and selected Co-op Network ATMs.

There is no limit to the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Deposit Rate Sheet and Fee Schedule. You may withdraw up to \$500 (if there are sufficient funds available in your account) per day (ends at 12:00 midnight) at any authorized ATM, subject to security requirements and limits placed by each individual ATM. You may transfer between your savings or checking accounts up to the balance in your accounts at the time of the transfer at available locations.

**b. VISA Business Debit Rewards Card.** You are solely responsible for any disputes you may have with merchandise or services received using the Visa Business Debit Rewards 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.

You may use your VISA Business Debit Rewards Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the Cirrus, Plus, STAR, Visa, American Express and Co-op Networks (with PIN) and Cirrus, Plus, Visa, and Accel networks (without PIN) or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. 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 Business Debit Rewards 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). You agree that all transactions that you initiate by use of your VISA Business Debit Rewards Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your VISA Business Debit Rewards Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the VISA Business Debit Rewards Card.

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.

**c. Telephone Teller Service.** If we approve the Telephone Teller Service for your accounts, a separate personal identification number (PIN) will be assigned to you. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time you may use the Telephone Teller 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 credit card account.
- Find out the interest paid and dividends earned on your accounts.

Your accounts can be accessed under the Telephone Teller Service via a touch tone telephone only. Telephone Teller Service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for a short time each day for data processing.

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.
- 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. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue after numerous unsuccessful attempts to enter a PIN or transaction, and there may be limits on the duration of each telephone call.

**d. 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 company or insurance premium payment, excluding Online Bill Payment transactions). 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 lose your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

#### 5. Conditions of Account Use

The use of your Card and Account are subject to the following conditions:

**a. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to sign the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to

give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

**c. Security of Access Code.** Each ATM-PIN, Telephone Teller Access Code, or Online and Mobile Banking password (including biometric access such as Touch ID) is the Access Code you select for your security. Your Access Code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code or Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Access Code or Wireless Device, you understand that person may use the Online Banking, Online Bill Pay or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Access Code and you agree that the use of your Access Code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Access Code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Access Code is changed. If you fail to change your Access Code or maintain the security of your Access Code and the Credit Union suffers a loss, we may terminate your electronic services immediately.

## 6. Authorized Users

For any of your accounts accessed under this Agreement that you have designated or permitted an authorized user, you shall be fully responsible for all electronic transactions by any authorized users to or from any deposit or loan account as provided in this Agreement. You agree any authorized user may make any transaction permitted under this Agreement including, without limitation:

- To withdraw all or any part of the account funds.
- To deposit checks and other items payable to the business.
- To give stop payment orders on any EFT transfer, whether initiated by that account owner or not.
- To close any account with the disbursement of account proceeds as provided for in this Agreement.

Each authorized user is authorized to act for the account owner, and the Credit Union may accept orders and instructions, regarding any electronic transaction or any account from any authorized user. If the Credit Union believes there is to be a dispute between the account owner and an authorized user or receives inconsistent instructions from the account owner and/or authorized user, the Credit Union may terminate all electronic services, suspend or close any account, require a court order to act, or require all parties to agree in writing to any transaction concerning the account.

**7. Member Liability.** You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Access Code and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts. However, you must notify us immediately if you believe anyone has used your Access Code and accessed your accounts without your authorization, 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 transactions, if you promptly notify us of your lost or stolen card, you may not be liable for any losses provided you notify us promptly and 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.

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

or write:

Rivermark Community Credit Union

P. O. Box 4044, Beaverton, Oregon 97076-4044

**8. Business Days.** Our business days are Monday through Friday, excluding Federal Holidays.

**9. Fees and Charges.** The fees and charges for the electronic services are outlined below. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

**a. ATM Fees.** 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.

**b. Currency Transaction Fee.** 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., U.S. military bases, territories, embassies or consulates.

**c. Online Banking Services.** There is no fee for Online Banking services.

**d. Mobile Banking Services.** There is no fee for Mobile Banking services.

**e. Bill Pay Service.** There is no fee for Bill Pay services, however fees may apply for expedited bill payments as set forth on the Deposit Rate Sheet and Fee Schedule.

## 10. Transaction and Account Information.

**a. Statement Information.** Transactions submitted through Online or Mobile Banking, Bill Pay or external transfer services will be recorded on your monthly statement sent to you by mail or e-Statements if you have requested e-statements.

**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. Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by contacting the Credit Union as set forth above.

**e. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at [www.rivermarkcu.org](http://www.rivermarkcu.org). However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- 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 agencies or court orders;
- If you give us your express written permission.

#### 11. 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.

**12. Credit Union Liability for Electronic Services.** If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Access code, you have not properly followed any applicable service or Credit Union user instructions for making Online or Mobile Banking, Online Bill Pay, or external transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, an Online Bill Pay, Online or Mobile Banking 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; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

#### 13. Mobile and Online Deposit Services.

##### a. Operation of Service.

i. Mobile and Online Deposit Capture Process. If we approve the Mobile and Online Deposit service for you, you must use your Access code with your Login to access your accounts. You may photograph or scan an image of checks with your mobile device or personal computer creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by the Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

ii. Funds Availability. Funds from items deposited through the Service will be available in accordance with the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

iii. Deposit Limitations. You may use Mobile and Online Deposit to deposit no more than a total of \$3,500 per deposit, \$7,000 per day, and for a total not to exceed \$25,000 in any 30 day period.

iv. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit or Online Deposit session. In the event that the Service is interrupted or is otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

##### b. Member Account.

i. Member Account. You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

ii. Responsibility for Check Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR RIVERMARK COMMUNITY CREDIT UNION MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

iii. Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

iv. Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will be properly endorsed and will meet the image quality standards that we specify in online instructions or in this Agreement.

v. Check Retention and Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission

is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile and Online Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service), and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

vi. Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Mobile Deposit, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Mobile Deposit; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) savings bonds, money orders, travelers checks, or gift checks; (vii) any item that is incomplete or contains evidence of any alteration;; and (viii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other of your deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

vii. Your Representations and Warranties. You represent and warrant:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- that each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

viii. Financial Responsibility. You understand that you remain, solely and exclusively, responsible for any and all financial risks,

including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

ix. Account Reconciliation. You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

### c. Credit Union's Obligations.

i. Financial Data. We will review and process your electronic file through a batch processing at one time per day. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, access code, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the use by the Credit Union of any third parties engaged in the installation, maintenance and operation of the system or similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

ii. Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

iii. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union therefrom may nevertheless be returned to the Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. The Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to the Credit Union.

iv. Account Information. We will provide you with daily transaction history via the Internet and the Online Banking service detailing

items processed, return items, and deposit adjustments.

v. Retention of Check Images. Credit Union will retain any images of deposited items for six (6) years.

**d. Disclaimer of Warranties.** YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

**e. Credit Union's Liabilities.**

i. Direct Damages. THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY YOU AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO YOU IN CONNECTION WITH ANY MATTER.

ii. Your Duty to Report Errors. You will notify the Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

iii. Credit Union's Performance. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that the Credit Union's systems and procedures established for providing the Service are commercially reasonable.

iv. Limitation of Liability. The Credit Union shall have no liability to you, or any other person or entity, for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;

- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by

federal law or regulation, or otherwise so provided in the Agreement.

The Credit Union will not be liable if you fail to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if you fail to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

**f. Force Majeure.** The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

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

**15. Termination of Electronic Services.** You agree that we may terminate this Agreement and your Online Banking, Bill Pay, or external transfer services, if you, or any authorized user of EFT services or Access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Access code. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**16. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Oregon law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.