

# Complete New Account Disclosures 07/01/2020

*Welcome to your neighborhood Credit Union!*



\_\_\_\_\_ **Savings:** Your Credit Union has savings and deposit insurance through the National Credit Union Administration, an independent agency of the United States Government. Your member account is insured up to \$250,000 per owner. Your \$5 deposit begins your “cooperative share” in this credit union (you become a member-owner).

\_\_\_\_\_ **Johnny Appleseed Accounts:** This savings account is for children 12 years old and younger. It earns interest just as other savings accounts, and members can earn prizes with each deposit. It is a great way for children to learn about saving and is also a lot of fun.



\_\_\_\_\_ **Free Checking:** No minimum balance, no annual fee, and no limit on items. Simple, easy! \$25 opening deposit is your money and can be withdrawn, as there is no minimum balance requirement.

\_\_\_\_\_ **Free Visa Checking / Debit Card:** Use this card rather than write checks, use it for free, and use it anywhere VISA, Exchange, Cirrus, or Accel logos are displayed. We offer over 50,000 **FREE** ATMs that can be found at select other credit unions, gas stations and grocery stores nationwide. Look for the Allpoint or Co-op logo!



\_\_\_\_\_ **Free Remote Control & E-Alerts:** Setup alerts to notify you anytime withdrawals are made on your account, or if it drops below a designated amount. You can also “freeze” your VISA card with your mobile device if you are concerned it is lost or stolen, to protect you from unauthorized transactions!

\_\_\_\_\_ **Free Mobile Banking & Check Deposit:** For Apple or Android, just search in the play store for Tri-CU Credit Union. You can even deposit checks with your mobile device, it’s fast and convenient.

\_\_\_\_\_ **Free Online Bill Pay Services:** This free service allows you to pay your bills automatically from your account, either online or mailed. No more spending money on stamps!

\_\_\_\_\_ **Free Third Party External Transfers:** Login to our online banking and setup your own transfers between other financial institutions using ACH!

\_\_\_\_\_ **Transfer Balances / Loans:** We offer great rates and can often provide substantial savings on your Mortgage, Auto, Boat, RV, Home Equity, Land, “Credit-Builder,” and other loans.

\_\_\_\_\_ **24-Hour Touch Tone Teller:** This free service gives you 24 hour access to your accounts. Find out balances, review transactions, transfer money between accounts, and more!

\_\_\_\_\_ **VISA Platinum or Classic credit cards:** The TRI-CU Visa cards provide **low interest rates and no annual fees** or cash advance fees. Best part is: we’re local, friendly, and available.

\_\_\_\_\_ **HSA Health Savings Account:** Want more control over the money you spend on health care each year? When you open a Tri-CU Health Savings Account (HSA), in combination with a qualified high deductible health plan, you're able to prepare for medical emergencies and general health care costs in an affordable and convenient way.!

\_\_\_\_\_ **Other Services:** We provide other services as well, all designed to help you save money, earn money, or simplify handling your money. For example: IRAs, CDS, Merchant Services, VISA Gift Cards, payroll deduction, and more!

# TRUTH-IN-SAVINGS DISCLOSURE Tri-Cities Community Federal Credit Union DBA: Tri-CU

## Regular Share (Savings) Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time as determined by the TRI-CU board of directors.

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

**Dividends Period:** This account type has a monthly dividend period. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow that same pattern of dates. Generally the dividend declaration date shall be the 3<sup>rd</sup> Wednesday of each dividend period. If you close your share account before dividends are paid you will not receive the accrued dividends.

**Minimum Balance Requirements:** The minimum balance required to open this account (and keep it open) is \$5.00. You must maintain a minimum daily balance of \$50 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.

**Transaction Limitations:** During any statement period you may not make more than 6 withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period your account will be subject to closure or fees by the Credit Union.

**Par Value of a Share:** The par value of a share in this account is \$5.00.

## Share Draft (Checking) Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time as determined by the TRI-CU board of directors.

**Compounding and crediting:** Dividends (if any) will be compounded and credited to your account every month.

**Dividends Period:** This account type has a monthly dividend period. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow that same pattern of dates. Generally the dividend declaration date shall be the 3<sup>rd</sup> Wednesday of each dividend period. If you close your share account before dividends are paid you will not receive the accrued dividends.

**Minimum Balance Requirements:** The minimum balance required to open this account is \$25.00. You must maintain a minimum daily balance of \$500 in your account each day to obtain the disclosed annual percentage yield (if any).

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.

**Transaction Limitations:** No transaction limitations apply to this account unless otherwise stated in the Common Features section.

**Par Value of a Share:** The par value of a share in this account is \$5.00.

## 1-Year Christmas Club Account (Rate and Maturity Information provided separately)

**Rate Information:** The dividend rate and annual percentage yield may change at any time as determined by the TRI-CU board of directors. The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

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

**Dividends Period:** This account type has a monthly dividend period.

**Minimum Balance Requirements:** The minimum balance required to open this account (and keep it open) is \$5.00. You must maintain a minimum daily balance of \$5 in your account each day to obtain the disclosed annual percentage yield. If you close your account before dividends are paid you will not receive the accrued dividends.

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.

**Transaction Limitations:** You may make unlimited additions (deposits) into your account. You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw dividends credited in the term before maturity of that term. You can withdraw dividends anytime during the term of the crediting after they are credited to your account.

**Early Withdrawal Penalties:** A penalty may be imposed for withdrawals before maturity, and the penalty we may impose will equal \$5.00. In some circumstances we may waive or reduce this penalty (such as the death or incompetence of an owner).

**Automatically Renewable Account:** This account will automatically renew at maturity. If you prevent renewal your deposit will be placed in your regular share account at maturity. Each renewal term will be the same as the original term, beginning on the maturity date, with dividends calculated on the same basis as on the original term. There is no grace period following the maturity of the account during which you may withdraw the funds without being charged an early withdrawal penalty.

## Johnny Appleseed Kid's Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time as determined by the TRI-CU board of directors.

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

**Dividends Period:** This account type has a monthly dividend period. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow that same pattern of dates. Generally the dividend declaration date shall be the 3<sup>rd</sup> Wednesday of each dividend period. If you close your share account before dividends are paid you will not receive the accrued dividends.

**Minimum Balance Requirements:** The minimum balance required to open this account (and keep it open) is \$5.00. You must maintain a minimum daily balance of \$5 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.

**Transaction Limitations:** You may not make any withdrawals or transfer to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, or similar order to a third party.

## Premium Plus "Money Market Savings" Account

**Rate Information:** The dividend rate and annual percentage yield may change at any time as determined by the TRI-CU board of directors. There may be different dividend rates depending on the balance in the account, which tiers may be determined by the TRI-CU board of directors.

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

**Dividends Period:** This account type has a monthly dividend period. For example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31. All other dividend periods follow that same pattern of dates. Generally the dividend declaration date shall be the 3<sup>rd</sup> Wednesday of each dividend period. If you close your share account before dividends are paid you will not receive the accrued dividends.

**Minimum Balance Requirements:** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500 in your account each day to obtain the disclosed annual percentage yield, otherwise you will receive a rate that is .50% less than the regular share account rate in effect at that time. Balances exceeding \$250,000 may also receive a lower rate as disclosed.

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.

**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.

**Transaction Limitations:** The minimum amount you may withdraw may be restricted to \$500 per withdrawal. During any statement period you may not make more than 3 withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. If you exceed the transfer limitations set forth above in any statement period your account will be subject to closure or fees by the Credit Union.

## Certificates of Deposit (Substantial Penalty for Early Withdrawal - Rate and Maturity Information provided separately)

**Rate Information:** You will be paid the rate disclosed separately upon opening the account, until first maturity. Rates are determined by the TRI-CU board of directors.

**Compounding Frequency:** Dividends will be compounded on a monthly basis.

**Crediting Frequency:** Dividends will be credited to your account on a monthly basis.

**Dividends Period:** This account type has a monthly dividend period.

**Effect of Closing this account:** If you close your account before dividends are paid, you will not receive the accrued dividends.

**Minimum Balance Requirements:** The minimum balance required to open this account is \$2,500.00. You must maintain a minimum daily balance of \$2,500.00 in your account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.  
**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.  
**Transaction Limitations:** After the account is opened you may not make additions into the account until the maturity date stated on the account. You may not make withdrawals of principal from this account before maturity. You cannot withdraw dividends from this account before maturity.  
**Substantial Penalty for Early Withdrawal:** A penalty may be imposed for withdrawals before maturity, and the penalty we may impose will equal 1% of the amount withdrawn. In certain circumstances we may waive or reduce this penalty (such as the death or incompetence of an owner). See your plan disclosure if this account is part of an IRA or other tax qualified plan.  
**Non-Automatically Renewable Account:** This account will not automatically renew at maturity. If you do not renew the account dividends will not accrue after maturity, or it may be transferred to your regular share account to be paid future dividends as applicable to that account.

### **Traditional IRA Savings** (Rate and Maturity information provided separately, Recurring Activity Based Maintenance Fees may reduce earnings)

**Rate Information:** The dividend rate and annual percentage yield may change at any time during the term of this account as determined by the TRI-CU board of directors.  
**Compounding Frequency:** Dividends will be compounded on a monthly basis.  
**Crediting Frequency:** Dividends will be credited to your account on a monthly basis.  
**Dividends Period:** This account type has a monthly dividend period.  
**Effect of Closing this account:** If you close your account before dividends are paid, you will not receive the accrued dividends.  
**Minimum Balance Requirements:** The minimum balance required to open this account is \$25.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.  
**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.  
**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.  
**Transaction Limitations:** During any statement period you may not make more than 6 withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period your account will be subject to closure or fees by the Credit Union.  
**IRA Regulations:** By opening and using this account member agrees to follow IRS regulations governing this Traditional IRA and is personally responsible to consult a tax advisor on their own behalf.  
**Fees and Charges:** IRA Transfers (to other Financial institutions), non recurring withdrawals, rollovers, beneficiary changes, or other maintenance items that require special forms and account maintenance shall be charged fees out outlined in the fee schedule below.

### **Health Savings Account** (Rate and Maturity information provided separately, Recurring Activity Based Maintenance Fees may reduce earnings)

**Rate Information:** The dividend rate and annual percentage yield may change at any time during the term of this account as determined by the TRI-CU board of directors.  
**Compounding Frequency:** Dividends will be compounded on a monthly basis.  
**Crediting Frequency:** Dividends will be credited to your account on a monthly basis.  
**Dividends Period:** This account type has a monthly dividend period.  
**Effect of Closing this account:** If you close your account before dividends are paid, you will not receive the accrued dividends.  
**Minimum Balance Requirements:** The minimum balance required to open this account is \$25.00. You must maintain a minimum daily balance of \$5.00 in your account each day to obtain the disclosed annual percentage yield.  
**Daily Balance Computation Method:** Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.  
**Accrual of dividends on noncash deposits:** Dividends will begin to accrue on the business day you place noncash items (like checks) to your account.  
**Transaction Limitations:** During any statement period you may not exceed 6 withdrawals or transfers to another credit union account of yours or to a third party by means of a pre-authorized or automatic transfer or telephone order or instruction. No more than three of the six transfers may be made by check, draft, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations set forth above in any statement period your account will be subject to closure or fees by the Credit Union.  
**HSA Regulations:** By opening and using this account member agrees to follow IRS regulations governing this account type and is personally responsible to consult a tax advisor on their own behalf. Failure to abide by IRS rules, make approved withdrawals or save receipts could result in prosecution or IRS fees, and Tri-CU is not liable.  
**Fees and Charges:** HSA Transfers (to other Financial institutions), non recurring withdrawals, rollovers, beneficiary changes, or other maintenance items that require special forms and account maintenance shall be charged fees as outlined in the fee schedule below.

## **Common Features**

You must complete payment of one share in your Regular Shares account as a condition of admission to membership. If the balance in your Regular Shares account falls below the par value of one share and you do not increase the balance to at least the par value of one share within 30 days of the reduction you may be terminated from membership immediately.

**Transaction limitation** - We reserve the right to at any time require not less than seven days notice in writing before each withdrawal from a dividend-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Nature of dividends** - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. (This disclosure further explains the dividend feature of your non-certificate account(s).)

**National Credit Union Share Insurance Fund** - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

**Overdraft Fee Transaction Categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: share draft, in-person withdrawal, ATM or Point of Sale debit card withdrawal, or other electronic means.

## **Fee Schedule** (Fees may change at any time as determined by the TRI-CU Board of Directors) **Revised November 2019**

### **Share Savings Accounts**

Cashier checks \$3.00 each  
\$5.00 fee if member closes account within 6 months.  
After 6 Reg D restricted withdrawals/month each addl is \$3 (charged next month)  
\$10 to cash checks/withdraw ACH if < \$50 w/o active checking or other acct  
Overdraft transfers are free

### **Draft Checking Accounts**

Cashier checks are free for active checking accounts  
\$28.00 per presentation as NSF (not sufficient funds), paid or returned  
\$28.00 per item for stop payment  
\$3.00 per copy of check  
Non-members payroll check (if approved by Teller Supervisor) \$12.00.  
Counter Check booklet free at new account, later \$3 per sheet (\$1/check)

### **Debit Card Fees and Charges**

No fee for the first primary member & joint owner card.  
Replacement cards \$10.00 each.  
Re-issued PIN \$5.00 each.

### **Loans**

Late fee: 20% of interest due if more than 15 days past due.

\$20.00 each collection action, may include texts, letters, notices, phone calls, etc.  
Up to \$250 early closure HELOC Cost reimbursement (within 2 years)  
\$10/person consumer loan credit report fee, \$20/person for mortgage loans  
\$20 Fee for loan payment by phone with a VISA card (free online)  
And other additional loan fees as specified on individual loan agreements

### **Misc. Fees and Charges**

Bad Address monthly fee of \$5  
IRA/HSA: \$20 Account maintenance fee for transfers, rollovers, beneficiary changes, unique withdrawals requiring forms, or other requested maintenance.  
Account history or statement reprint \$3 per month  
Use of copier \$.10 per copy  
Wire Transfers: \$20 to send or receive  
\$25/hour for special services or research fee (1 hour minimum)  
Dormant account fee \$5 per month (after 12 months without activity)  
Faxing: \$1 per page  
Garnishment/Levy, or dormant escheatment fee of \$75  
Visa Gift Cards: \$2.95 each, after 7 months \$2.95 monthly fee  
Early withdrawal penalty of 1% on Certificates of Deposit  
\$25.00 fee for maintenance of an existing ACH transfer record  
\$28.00 charge on each presentation of NSF debit item, whether returned items or payments to credit union loans or accounts (ach/check/debit/electronic/visa).

# TERMS AND CONDITIONS OF YOUR ACCOUNT

Dear Member,

This brochure contains the rules which govern your account with us, so please read it carefully. When you sign the new account card or new member application you are agreeing to these rules and agree to pay fees accordingly. You are authorizing the Credit Union to assess your account eligibility with reports such as credit bureaus or chexsystems, initially and later during the life of the account at the discretion of the Credit Union. These rules and fees may change from time to time as allowed by law.

**PATRIOT ACT NOTICE REGARDING OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. So when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us. This agreement is subject to applicable federal laws and the laws of the state of Washington (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any part of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. If this account earns dividends, we are prohibited by law from guaranteeing the payment of dividends or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period. You waive any right to receive any original item after it is paid.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of multiple signatures for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

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

**Single Account** - is owned by one person.

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

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

**Community Property Account** - Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property.

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

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

**STOP PAYMENTS** - You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of

transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere. Fees will be applied accordingly, as disclosed elsewhere.

**AMENDMENTS AND TERMINATION** - We may change our bylaws and any term of this agreement. Rules governing changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If this option is selected, this is a temporary account agreement. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note. In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien. Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**AGENT (Single Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

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

**FACSIMILE SIGNATURES** - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**Unlawful Internet Gambling Enforcement Act (UIGEA) of 2006:** The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful internet gambling. The Dept of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG, to implement this Act. As defined in Regulation GG, unlawful Internet gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made". As a member of Tri-Cities Community Federal Credit Union, these restricted transactions are prohibited from being processed through your account with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

Please contact us if you would like additional information on UIGEA or Regulation GG.

**CONTACT:** By signing the account card and opening this account, you expressly authorize the Credit Union to contact and communicate with you via all legal means we have available which we can find, and or which you have provided to use, such as by e-mail, telephone, cell phone, texting, mail, etc. at any time allowed by law- whether to alert you to account problems, fraud on your account, delinquent status, etc. By providing contact information when you open your account, it is understood that electronic contact via your email or texting to your telephone is sufficiently private to discuss basic account matters, and you authorize us to initiate such electric conversations as determined necessary by the Credit Union, and to leave specific account related messages on voice mail boxes associated with the phone number or electronic email account. It is the member's responsibility to alert us when such contact information changes, or if such methods are no longer private.

## **REGULATION E: ELECTRONIC FUND TRANSFERS: YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference. By signing an application or account card for EFT services, Debit Card, online services, or by using any service, you agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. You also agree to the terms and conditions related to each service individually. These terms and conditions constitute a joint agreement, and may be provided online at the time the service is set up or during the course of the transaction, or may have been provided in paper at the time the account was open or the service was offered. There are many access devices, which can mean a card, code, or other means of access to your account, or any combination thereof, that you may use to initiate electronic fund transfers. These devices can also be electronic terminals as described below. An access device becomes an accepted access device when you:

- Request and receive, or sign, or use (or authorize another to use) the access device to transfer money between accounts or to obtain money, property, or services;
  - Request validation of an access device issued on an unsolicited basis; or
  - Receive an access device in renewal of, or in substitution for, an accepted access device from the Credit Union.
- Electronic terminal means an electronic device, other than a telephone operated by you, through which you may initiate an electronic fund transfer. The term includes, but is not limited to, point-of-sale terminals, automated teller machines, and cash dispensing machines.

**UCC 4A:** This AGREEMENT and NOTICE applies to funds transfers as defined in Article 4A of the Uniform Commercial Code and Subpart B of the Regulation J of the Board of Governors of the Federal Reserve System.

- If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made to the beneficiary's bank on the basis of the identifying account number even if the number identifies a person other than the named beneficiary. This means you will be liable for any losses or expenses to the Credit Union if the funds transfer is completed based on an incorrect identifying account number that you have provided.
- If you give the Credit Union a payment order which identifies an intermediary or beneficiary's financial institution by both name and an identifying routing number, the receiving financial institution may process the payment order based on the number given even if it identifies an institution other than the named financial institution. This means that you will be responsible for any loss or expense incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying routing number you have provided.
- The Credit Union may give you credit for Automated Clearing House (ACH) payments before it receives final settlement of the funds transfer. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to, a refund from you for the amount credited to you in connection with the ACH entry. This means that the Credit Union may provide you with access to ACH funds before the Credit Union actually receives the money. However, if the Credit Union does not receive the money, then the Credit Union may reverse the entry on your account and you will be liable to repay the Credit Union.

ACH transactions are governed by operating rules of the National Automated Clearing House Assoc. In accordance with these rules, the Credit Union will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipts of ACH items in the periodic statements we provide.

**Electronic Fund Transfers Initiated By This Credit Union or Third Parties.** You may authorize this credit union, or a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and credit union information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your credit union and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. You accept liability and any fees that result from this or other institutions or merchants, as a result of authorizing such transactions. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain one time or recurring bills from your checking account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Touch Tone Teller** - You may access your account by telephone 24 hours a day at (509) 783-1900 using your personal identification number, a touch tone phone, and your account numbers, to transfer funds, make payments, or get account information.

**ATM Debit Check Cards and Credit Cards** - By making application for and/or by activating and validating an Plastic Visa Debit or Cred Card, or by using, presenting, or permitting the use or presentation for use of the Card, you and any users of the Card agree to and shall be governed by the provisions of the original terms and conditions agreement, as well as new provisions disclosed herein, which include the following.

- The Card is our property and we can cancel it at any time without giving you any prior notice. You are not allowed to transfer the Card to anyone else and you must return it to us promptly if your Accounts associated with the Card are closed. If you provide the Card, and/or the Personal Identification Number (PIN) to anyone else, you are authorizing them to use the card.
- Authority to make transactions. Every time you use, or permit someone else to use the Card and/or the PIN to make transactions at an automated teller machine, it amounts to a statement by you to the Credit Union that you authorize all types of transactions in every Account associated with the Card for any transactions for any period of time now and in the future.
- Method of Use. In order to make transactions at an automated teller machine you must use both the Card and your Personal Identification Number (PIN). By using the Card and your PIN and following the instructions, you authorize the Credit Union to charge your designated Account with regard to all transactions you make at an automated teller machine, without any obligation on our part to make any further inquiry. This includes Point of Sale, phone or online transactions.
- You will give prompt written notice of loss or theft of your Card to the Credit Union.
- Each obligation imposed by this Agreement or previous agreements shall be the joint and several obligation of all authorized users of the Card.

**Account Access at ATMs - types of transfers, dollar limitations, and charges** - You may use your ATM card or TRI-CU Check Card and personal identification number (PIN) to initiate transactions at ATMs within the networks identified on your card, and such other facilities as we may designate from time to time. At present, you may use your card and PIN to:

- Withdraw cash from your savings and checking account(s).-There may be daily withdrawal limits for your security, contact TRI-CU for more information.
- Transfer funds between your savings and checking account(s).
- Obtain balance information for your savings and checking account(s). Some of these services may not be available at all terminals.

**Types of TRI-CU Check Card Transactions** - You may use your TRI-CU Check Card and personal identification number (PIN) at point-of-sale (POS) terminals within the networks identified on your card or by contacting TRI-CU. You may access your checking account(s) to purchase goods (in person or by phone), pay for services (in person or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Debit Card Transactions - dollar limitations and charges** -

- you may not exceed the current balance in your checking account plus any Overdraft Protection Courtesy Pay limit on your account. There may be daily withdrawal limits for your security, contact TRI-CU for more information.
- we do not charge any fees for POS transactions (VISA or other networks may charge fees including some special fees on international transactions).

**Online Banking computer transfers and charges (or Mobile Application)** - You may access your account(s) by computer over the Internet using your user name and password and a unique image (for multi-factor authentication security), to:

- transfer funds from checking to checking
- transfer funds from savings to checking
- transfer funds from line of credit to checking
- make payments from checking to loan accounts with us
- set up ACH Origination Services to transfer funds
- conduct mobile check deposits, as a means to transfer funds.
- transfer funds from checking to savings
- transfer funds from savings to savings
- transfer funds from line of credit to savings
- make payments from savings to loan accounts with us
- set up Bill Payer services to transfer funds
- make payments to your loan from the website (not logged into online banking) using a card
- get information about: the account balance of savings and checking accounts, loans, certificate accounts, and IRAs, some months of previous history of your savings and checking accounts

**Bill-Payer Computer Transfers** -

- With our Bill Pay Service you can make payments from checking accounts to third parties
- See online disclosures and the contractual agreement for details and fees associated with using the Bill Payer Service.

**Mobile Check Deposits** -

- With this service you can take pictures of checks to deposit to your account remotely, within specified guidelines.

- See online and attached disclosures or the contractual agreement for details associated with using this service.
- FEES** - Fees are detailed in the current Fee Schedule. Except as indicated elsewhere, we do not charge for these electronic fund transfers.
- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). As notified we may have agreements with certain ATM machine networks that will allow free withdrawals.

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. Electronic terminals or devices may require "screen" saves or prints for a receipt, or a confirmation number that should be recorded.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (509) 735-8331 to find out whether or not the deposit has been made.
- **Periodic statements.** If you do not have a checking account with us, you will get a quarterly account statement from us for your savings account. If you have a checking account with us, you will get a monthly account statement from us for your checking and savings accounts.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. In the event that the act or omission creating our liability was not intentional and resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid any such error, we will be liable only for actual damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer, and have not specified accounts to overdraft automatically.
- (2) If you have an overdraft line of credit and the transfer would go over the credit limit, or the credit account is delinquent or closed by the Credit Union.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If you used your access device in an incorrect manner.
- (6) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (7) If your funds are subject to legal process or other encumbrance restricting such transfer;
- (8) If your access device is reported lost or stolen;
- (9) If we are holding uncollected funds in your account and the transfer would require use of those funds;
- (10) For preauthorized transfers, if through no fault of our own, the payment information for the transfer is not received
- (11) There may be other exceptions stated in our agreement with you.

**Liability for online services and payments:** You are solely responsible for controlling the safekeeping of and access to all online or mobile services. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Online Banking logon password. In the event that you have experienced unauthorized access, you must notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your logon information. You will be responsible for any online Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with these Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

**UNAUTHORIZED TRANSFERS: (a) Consumer liability.** Tell us **AT ONCE** if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your account, card or check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. The foregoing liability limitation does not apply if you are grossly negligent or fraudulent in the handling of your Account or your card. In those cases your liability will be determined by the standards set forth for all other unauthorized transfers. If your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back **any** money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. **(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE:** In Case of Errors or Questions about Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days for TRI-CU Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for TRI-CU Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**TERMINATION:** We reserve the right to terminate your use of online services including Bill Payment, ACH, etc. at any time without prior notice to you. If, for any reason, you should want to terminate our ACH Origination or Bill Payment Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the Service, or by contacting the Credit Union.

**CONTACT:** By signing the account card and opening this account, you expressly authorize the Credit Union to contact and communicate with you via all legal means we have available which we can find, and or which you have provided to use, such as by e-mail, telephone, cell phone, texting, mail, etc. at any time allowed by law— whether to alert you to account problems, fraud on your account, delinquent status, etc. By providing contact information when you open your account, it is understood that electronic contact via your email or texting to your telephone is sufficiently private to discuss basic account matters, and you authorize us to initiate such electric conversations as determined necessary by the Credit Union. It is the member's responsibility to alert us when such contact information changes, or if such methods are no longer private.

## FUNDS AVAILABILITY DISCLOSURE - YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy. Our general policy is to make funds from your cash and check deposits available to you immediately. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that 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 bank, 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.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you immediately. Depending on the type of check that you deposit, or some other reasons, funds may not be available until the 9th business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day following the date of deposit. If we are not going to make all of the funds from your deposit available immediately, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit. If you make a deposit at an ATM we do not own or operate, the availability of funds may be delayed.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available immediately if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. All deposited check items may be placed on hold for up to 9 business days. Funds from all other check deposits will be available on the tenth business day after the day of your deposit. Federally Insured by the NCUA, a US Government Agency.

Rev. 06/12

## E-Statement & E-Notices Disclosure & Agreement

**ELECTRONIC DISCLOSURE AGREEMENT** – By requesting or entering into this agreement (electronically or verbally) and utilizing it, you understand that TRI-CU will no longer be providing you with a monthly and/or quarterly paper statement or account notices **or Credit Card statement** by paper mail (such as overdrawn accounts, NSF notices, etc.) Your statements will be available electronically on or around the 5<sup>th</sup> business day of the month. You will be notified through your e-mail address on file that your E-statement is available.

**ACCESSING YOUR E-STATEMENTS** – In order to receive a notification that your E-statement is available, you must provide an accurate, active e-mail address and be an active user of our Online Banking service. You realize it is your responsibility to have a current Online Banking account with us, a current e-mail address with us, and have the necessary current internet browsers or other software as required to retrieve and view the statements.

**ERROR RESOLUTION** – Upon availability of E-statements, a running history of at least six months of E-statements will be kept available online. However, it is may be your responsibility to print or save the older E-statement file for future reference. You understand the importance of your role in preventing misuse of your account. You agree to promptly examine your statement and notify us immediately of any errors on your account. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. You may contact us at (800) 873-3354. If you need a copy of a statement that is not available online you may request it by contacting us directly. There will be a nominal fee for reprinting paper statements if you have selected to receive these electronically.

**CHANGE IN TERMS** – It may be necessary from time to time, to change the terms or conditions regarding your E-statement access. In the event such a change is necessary, we will display a message via e-mail notification or other authorized means.

**E-MAIL ADDRESS** – If you change your e-mail address, it is your responsibility to notify us of your new address as soon as possible to avoid delays in receiving your E-statement notification.

**OTHER ACCOUNT RELATED INFORMATION** – *When you agree to accept electronic statements, you also agree to receive account notice and correspondence, regulatory information, and marketing information by electronic delivery. The Credit Union is not responsible for any fees, liabilities or actions that may occur if you do not receive such notices because of your failure to maintain an active e-mail address on file with us, or for other similar reasons that are not the fault of the Credit Union.*

**CANCELLATION OF E-STATEMENTS** – You have the right to terminate your E-statements access and receive paper statements at any time upon delivery of written notice to our Credit Union, with at least 5 business days advance notice required. If you wish to cancel E-statements and resume receipt of paper statements, you must notify TRI-CU in writing with your Member Number and signature. TRI-CU has the right to terminate its



obligation to provide E-statements service to you upon ten days of prior written notice (e-mail acceptable). You also have the right to terminate the receiving of other electronic notices in a similar manner and subject to the same conditions.

ACCEPTANCE DISCLOSURE – By agreeing to the terms and conditions of this consent, or by using this service, you represent that you are authorized to enter into this agreement for all persons who own or are authorized to access any of your accounts, and that such persons will be bound by the terms of this agreement. By submitting your request for E-Statements and E-Notices, or by using this service when requested, you are accepting the terms of this agreement and acknowledge that you understand the terms of this disclosure.

## **Courtesy Pay Overdraft Protection** ***Opt In or Opt Out for Debit Cards?***

Dear Member,

For members 18 years and older with a personal sharedraft (checking) account we may offer overdraft protection in the event you overdraw your account up to a \$300 limit. This service can eliminate the extra expense and embarrassment of having a check returned. The service will only be activated if there are insufficient funds available from your other linked accounts. TRI-CU may honor overdrafts subject to certain conditions and limitations as set forth in this disclosure, but in no way guarantees this service or the order in which they may be covered. This credit union may subtract an overdraft fee as specified in the fee schedule, for each overdraft honored upon presentment.

Services will only be provided for members or accounts deemed in "good standing," which may be defined as making regular deposits and/ or displaying the desire and ability to return their account to a positive balance quickly (not more than a week); not being past due on a loan or having caused a loss to the credit union, not subject to any legal or administrative order or levy or any other reason as judged by the credit union. Generally accounts must be opened and in good standing for at least 90 days to be eligible and members are subject to a limit (including fees) up to \$300. Primary and/or joint owners may request to remove their accounts from this service at any time, and are jointly and completely responsible for the overdrafts and fees.

“Courtesy Pay” is a non-contractual agreement between the Credit Union and its members. ***The Credit Union has the right to discontinue the program or withdraw any account from the program based on poor performance or failure to cover the overdrafts, or for any other reason.*** Poor performance may include repeated use or an inability to quickly bring the account positive. Poor performance may also include repeated ATM or Point of sale withdrawals or purchases which cause the account to go further and further into the negative. New members or those who have recently become eligible Courtesy Pay may have it withdrawn more quickly than other members. It is the member's responsibility to correct any account balance deficiencies as quickly as possible. Failure to promptly correct a negative balance may lead to a collection process after 30 days or less, with losses reported to Chexsystems – which is accessible by other financial institutions.

The Credit Union has the right to limit the participation to one account per household and honor or return each item for insufficient funds even though we may have previously paid the overdrafts for the member. There is no interest charged on any overdraft or unpaid overdraft charge and no fees other than the initial overdraft charge. The Credit Union will notify the member by mail (physically or electronically if authorized) of any overdraft paid or returned, although there is no obligation to notify the member before paying or returning an item. The following transactions may be covered under Courtesy Pay (not necessarily in this order):

-ACH debits and withdrawal	-ATM withdrawals and or Point-of-sale transactions	-Service or check charges
-Pre-authorized internal debits	-Checks issued to a third party	-Share draft written or cashed with a teller.

Overdraft items will be posted in accordance with existing share draft procedures. Members with overdraft transfer protection designated from other savings or overdraft loans will continue to have access to those services prior to accessing Courtesy Pay. ***Due to the high fees for this service, members are encouraged to practice good account management rather than rely on this costly service on a repeated basis. An signature loan or credit card or other options may be less expensive alternatives.***

**Confirmation:** If you **OPTED-IN** this is your receipt, as you authorized Tri-CU to pay overdrafts on your ATM and everyday debit card transactions as part of a Courtesy Pay program. You understand an applicable NSF fee will be charged for each instance.

**YOU CAN OPT-OUT AT ANY TIME!** ***You have the right to revoke this consent at anytime. Opting-Out may take up to 2 business days to process after being received by the Credit Union.***

## Tri-CU Check Card (Debit) and ATM Card Agreement/Disclosure

Acceptance, retention, or use of the **TRI-CU Check Card** or **Automated Teller Machine (ATM) Card** by you constitutes agreement between Tri-Cities Community Federal Credit Union (Tri-CU) and you as follows:

**1. ATM Services.** You may access your Share Savings and Checking account(s) at ATM machines bearing any valid network logos identified on your **Check Card** by using your card and Personal Identification Number (PIN) to:

a. Withdraw cash from your share and checking account(s). You may withdraw no more than the TRI-CU limit specified for your account per day.  
b. Transfer funds between your share and checking account(s).  
c. Obtain balance information for your share and checking account(s). Some of these services may not be available at all terminals. While TRI-CU will not charge you a fee for each checking account withdrawal, transfer, or balance inquiry made at an ATM machine, the proprietor may.

**2. Point of Sale Services.** You may access your Checking account at point of sale devices or merchant locations honoring any valid network logos identified on your **Check Card** to:

a. Purchase goods (in person or by phone).  
b. Pay for services (in person or by phone).  
c. Get cash from a merchant, if the merchant permits, or from a participating financial institution.  
d. Transact any business that can normally be done with a credit card. Some of these services may not be available at all terminals. You may not exceed the balance in your Checking account at any time in performing these types of transactions. TRI-CU will not charge any transaction fees for point of sale (POS) transactions when you use your **Check Card** and Personal Identification Number (PIN).

**3. Agreement.** By retaining and using your **TRI-CU Check Card** or **ATM Card**, you as the person named on the card, and all who use it, agree to the following:

a. That the card remains the property of Tri-Cities Community Federal Credit Union and will be surrendered immediately upon request.

b. If the card(s) issued in connection with this agreement access(es) a joint account, any of the joint account holders may transfer or withdraw funds, and any authorized transfers and withdrawals shall be fully binding on all joint account holders.

c. To protect the confidentiality of the Personal Identification Number (PIN) by not disclosing the PIN to a third party unless you intend to authorize such party to use the card without restriction. You also agree that you will not record your PIN on your card, nor will you keep your PIN with your card.

d. That even though inadvertent use of an invalid or damaged card or a machine malfunction may cause the machine to retain your card without completing the transactions, TRI-CU will not be liable for the machine's retention of the card or consequences thereof.

e. All transactions initiated by the use of the card shall constitute full authority for TRI-CU to process and complete the transaction in accordance with your instructions. If at any time you authorize any individual to use or borrow this card you are liable for any transactions they make then or at any time in the future, whether future transactions were authorized or not.

f. That funds from any non-cash deposit may not be available until they clear or the fifteenth (15th) business day after the day of deposit (or longer for items requiring more than routine collection). Business days are Monday through Friday. Holidays are not included. If a deposited item fails to clear for any reason, the credit union may debit your account retroactively to the date of the deposit.

g. That we reserve the right to cancel all or any part of the privileges related to use of the card at any time without notice. We may change or limit the frequency of withdrawals and the amount of withdrawal at any time to provide security in the event the system is not fully operational.

h. That if a **TRI-CU Check Card** or **ATM Card** transaction causes an overdraft (even from a hold placed by a vendor), the credit union may, at its option, transfer funds from any share or checking account from which you are entitled to withdraw funds.

i. To pay any fees and/or account service charges resulting from withdrawals charged to or transfers from your account(s) through the machine, and to abide by the terms and conditions of your Share Savings and Checking account agreements, which also apply to use of your **TRI-CU Check Card** or **ATM Card** to access your account(s).

j. TRI-CU may amend this agreement at any time by mailing to you notice of such amendments at least 30 days prior to the effective date of such changes. The agreement as then amended shall govern your account(s) unless you notify TRI-CU to close the account(s) prior to the effective date.

**TRI-CU may have no liability to you in the event of breach of any of these agreements by you.**

**4. Error Resolution.** In case of errors or questions about Electronic Transfers, call or write us at the address and phone number at the bottom of this page as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Tell us your name and account number. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involved a point of sale transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a point of sale transaction) to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (20 days if the transfer involved a point of sale transaction) for the amount you think is in error, so you will have the use of the money until the investigation is complete. If we ask you to put your complaint or questions in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

**5. Unauthorized Transfers.** Tell us **AT ONCE** if you believe that your card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses to a minimum. You could lose all the money in your Share and Checking accounts. If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card and/or PIN, and we can prove we could have prevented someone from using your card without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money if you had told us in time. If a valid reason (such as a long trip or a hospital stay) prevented reporting to us, we will extend the time period. If you believe your card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the address and phone number at the bottom of this page.

**6. Fees. (See amount of fee in schedule above for a full listing)**

a. We may charge a fee to transfer funds from another account to cover an overdraft.

b. We will charge for an overdraft when the overdraft is not covered by other accounts, whether the item is returned as Non Sufficient Funds or paid.

c. One **Check Card** or **ATM Card** will be provided to each account owner, without charge. A fee of \$10.00 will be charged to replace lost cards, \$5 for PIN re-orders.

d. Hot Card Fees: We may charge \$20 to "hot card" your **Check Card** or **ATM Card**. This is placed to prevent abuse of the card by the account owner or unauthorized users.

e. Exceeding 6 withdrawals (manual or overdraft transfer) from the share savings account each month will result in a charge of \$3 for each additional withdrawal or transfer.

**7. Account Information Disclosure.** We will disclose information to third parties about your account or the transfers made:

a. Where it is necessary for completing transfers;

b. If you give us written permission;

c. In order to comply with government agency or court orders;

d. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

**8. Rights to Receive Documentation.**

a. Terminal Transfers. You should get a receipt at the time you make any transfer to or from your account using an automated teller machine.

b. Periodic Statements. You will get a monthly checking (share-draft) account statement, unless there are no transfers in a particular month, in which case you will get the statement at least quarterly.

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

a. If through no fault of ours, you do not have enough money in your account to make the transfer.

b. If the automated teller machine where you are making the transfer does not have enough cash.

c. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.

e. There may be other exceptions in our agreement with you.

**10. Notice.** Any notice required or appropriate may be given to you at your last known address.

**11. FOREIGN CURRENCY TRANSACTIONS.** If you engage in a transaction in a foreign country using a Visa card, then Visa will charge an International Service Assessment (ISA). The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The currency conversion rate on the processing date may differ from the rate that would have been used on the date of the transaction or the date the transaction is posted to your billing statement.

For every transaction made in a foreign county, we will add an ISA fee to the amount provided to us by Visa.

# Mobile Check Deposit Terms of Agreement and Disclosure

"TRI-CU" is Tri-Cities Community Federal Credit Union, and "Service" refers to the Mobile Check Deposit (Remote Deposit Capture or RDC) application, as used to remotely deposit checks to your account on a mobile device. Members must read, understand and agree to these complete Terms of Agreement. Use of this Service constitutes full agreement with these terms. Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner depending on factors at the Credit Union's sole discretion. TRI-CU will have no liability to the user for declining to accept items presented for deposit via this Service. Refer to TRI-CU's Account Agreement and Disclosures and the Electronic Services Agreement for more information.

**Eligibility:** Member must be pass Chexsystems and have an active checking account, and must be 18 years or older if single signer status without a parent or guardian on the account. A history of negative account problems and/or rejected items may disqualify eligibility for this service. Download Tri-CU Credit Union mobile application to your device, and register the device when logged into your Online Banking account at a PC. Diligently keep this application up to date with any upgrades available. Eligibility requires your full agreement to the following instructions:

- Check must be payable to you, with a current valid date.
- You must personally endorse the back with your account number in pen as follows: "**FOR MOBILE DEPOSIT ONLY TO TRI-CU ACCOUNT # \_\_\_\_\_**" followed by your signature.
- Using the Application for this Service, photograph both sides of the check you wish to deposit. Make sure the check is on a flat surface with good lighting, and that the entire check is captured in the photo and in sharp focus so that all information and writing is easily and clearly decipherable.
- Verify the check deposit amount and Submit the item as instructed in the Service Application.
- After you have successfully submitted the item image to Tri-CU, write "**MOBILE DEPOSITED**" across the top and front of the check.
- Items submitted before noon should generally be made available by 6 pm, otherwise the funds may not be released until 6 pm the following business day. You may be limited to no more than \$1,000 deposited per week, and items may be placed on hold for multiple days based on CU discretion (especially for members new to the service or with limited checking account or deposit history, or when the item is deemed as possibly uncollectible).
- Keep check for at least 60 days (do NOT mail it to the Credit Union) in a secure locked location, then dispose of it in a secure way so it cannot be re-presented (shred it). Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner depending on factors at the Credit Union's sole discretion.

**Limitations of Service:** When using this Service, you may experience technical or other difficulties. TRI-CU does not assume liability or responsibility in any way for any technical or other difficulties that may occur, or for any costs that may be associated with such difficulties. We reserve the right to change, suspend or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, or does not appear to be functioning properly (whether due to equipment or software or any other problems) you acknowledge that you can deposit your check at a branch office location, through a participating ATM, or by mail.

**Charges or Fees:** TRI-CU does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee in the amount shown on TRI-CU's current Schedule of Fees and Charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees. You agree that TRI-CU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at TRI-CU, including but not limited to account servicing and collection purposes.

**Eligible Items:** You agree to deposit only "checks" made payable to you, as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks. These checks will not have been deposited in paper, electronically or in any other way prior to depositing the item with this Service.

**Ineligible Items:** You agree that you will not use this Service to deposit any ineligible items including but not limited to the following: Checks or items payable to any person or entity other than you, Checks that have already been deposited or presented in paper or electronically in any way already, Post dated checks, Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know are suspect are fraudulent, Checks or items drawn or otherwise issued by you or any other party on any of your TRI-CU accounts, Checks or items not payable in United States currency, Items drawn on financial institutions located outside the United States, Items previously converted to a substitute check, Items which you have reason to believe will not be payable by the institution it is drawn upon, Consumer loans, credit card and mortgage payments, IRA and Share Certificate Deposits, Money order and travelers checks, Starter or counter checks, Amex Gift Cheques or Savings Bonds, Checks that require authorization, State issued registered warrants

**Deposit Limits:** When using the Service to deposit funds such deposits may be limited to \$1,000 per business day or less depending upon Credit Union discretion. *You must submit items before noon for the full deposit to be considered that day, and then the CU may keep a hold on the item depending on CU discretion as noted above. More than 10 checks in a rolling ten business day period may result in restrictions to this service.*

**Receipt of Items:** We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely. *An image is considered received after 6 pm on the following business day when the full amount has been credited to your account. However, this does not mean that the transmission was without error and may not be withdrawn.*

**Provisional Credit and Availability of Funds:** Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications regarding your use of this Service including

but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to TRI-CU for deposit, you agree to indemnify and reimburse TRI-CU for and hold TRI-CU harmless from and against any and all losses, costs, and expenses.

**Errors or Discrepancies:** Notify TRI-CU at (509)735-8331 IMMEDIATELY if you believe your statement or account history is incorrect in any way, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us within 60 days from the date your statement was sent to you may not be compensated for any losses. You will promptly provide any retained item to TRI-CU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any item.

**Security Requirements:** To prevent unauthorized usage of the Service, you agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. By securing these devices we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as, securing the physical device from theft or unauthorized use. TRI-CU will not be held liable or responsible in any way for any losses or costs associated with the equipment, services or connections you personally utilize for this Service.

**Authorized Users:** If you have designated an authorized user on your Account Access, your Authorized User may also have online access to this Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

**Disclaimer of Warranties:** TRI-CU's representations, warranties, obligations, and liabilities and your rights and remedies, set forth in this Agreement, are exclusive. The software is provided TRI-CU and its licensors "as is" and on an "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure or error free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.

**Limitation of Liability:** TRI-CU's liability for errors or omissions with respect to the data transmitted or printed by TRI-CU will be limited to correcting the errors or omissions. You agree that TRI-CU will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use data or other losses resulting from use of the Service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if TRI-CU has been informed of the possibility thereof.

**User Warranties and Indemnification:** You agree to indemnify and hold harmless TRI-CU from any loss for breach of the warranty provision, such that you warrant to TRI-CU that: a. You will only transmit eligible items that are properly endorsed. b. Images will meet the image quality standards. c. You will not transmit duplicate items. d. You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by TRI-CU. e. All information you provide to TRI-CU is accurate and true. f. TRI-CU will not sustain a loss because you have deposited an image. g. You will comply with this Agreement and all applicable rules, laws and regulations. h. Items you transmit do not contain viruses.

**Change in Terms:** TRI-CU reserves the right to change the terms and conditions of this Service, or terminate this Agreement without notice at any time.

**Governing Law:** This Agreement supplements the terms of your Membership Agreement and Disclosures. Together they constitute the entire Agreement between you and TRI-CU with respect to the services. You may not assign this Agreement. This Agreement is governed by the laws of Washington and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid. Unauthorized use of this Service is strictly prohibited.

I have read and agree to the Terms of Agreement and Disclosure, which is evidence by signature on the membership agreement card, or by the use of this service.

Last Updated 11/15/2019

