

By signing the Account Card or using any Electronic Fund Transfer, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATM"), Teller Phone (audio response), and VISA Check Card and Online Banking (Internet) transactions involving your accounts at the Credit Union.

1. SERVICES.

a. ATMs. You may use your ATM Card and accounts code in ATMs of the Credit Union, ATMs on the VISA Network, and such other machines or facilities as the Credit Union may designate. At the present time, you may use your Card to:

- Make deposits to your regular share savings or your checking account
- Withdraw cash from your regular share savings and checking account
- Transfer funds between your regular share savings and checking accounts
- Obtain balance information for your regular share account or checking account.
- Make loan payments from your regular share account or checking account.

b. VISA Check Card. You may use your VISA Check Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under this Agreement.

c. Non-VISA Debit Transactions. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as The CO-OP network, STAR and PLUS networks. The Credit Union will honor your debit transactions processed by any of these networks. Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFT's in the section titled "Member Liability" will apply.

d. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security.

e. Teller Phone (Audio Response). If we approve the Teller Phone (audio response) access service for your accounts, a separate access code will be assigned to you. You must use your account number and access code to access your accounts. At the present time you may use the audio response access service to:

- Obtain balance, deposit, withdrawal, dividend, and loan payoff and due date information on your accounts at the Credit Union
- Transfer funds among your regular share, checking, and loan accounts, as allowed, including loan payments
- Withdraw funds from your regular share savings accounts by check, made payable to you and mailed to you at your mailing address
- Transfer funds from your regular share savings or checking account to a loan account of yours
- Change your access code
- Such other transactions as offered and permitted in the future

f. Online Banking (Internet) Access. If we approve your application for the Online Banking (Internet) access service, you may use your personal computer to access your accounts through the Internet. You will need a personal computer and access to the Internet (World Wide Web). You must use your access code along with your account number to access your accounts. The Online Banking Services are accessible seven (7) days a week, 24 hours a day. You are responsible for the installation, maintenance and operation of any software and your computer. The Credit Union will not be responsible for any errors or failures involving telephone service, any Internet service provider, your software installation or your computer. At the present time, you may use the Online Banking services to:

- Transfer funds to accounts of other members as you authorize.
- Make loan payments from an account.
- Request bill payment transfers to participating merchants, vendors, creditors or others you have authorized if the Bill Payment option has been activated.
- Download account information for any account to financial management software if applicable.
- Communicate with the Credit Union using the electronic mail (E-mail) feature.

Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Consumer Loan Agreement and Disclosures. You may be charged a fee for using the Online Banking/Bill Payer services, as set forth in the Rate and Fee Schedule.

- Obtain account balance, deposit, withdrawal, dividend, loan interest, and loan payoff and due date information on your savings and loan accounts at the Credit Union
- Transfer funds between savings/checking accounts as allowed.

g. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50.00 and \$500.00 limits of liability for unauthorized transactions in Section 4. Member Liability. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

2. SERVICE LIMITATIONS.

a. ATM & VISA Check Card.

i. Withdrawals. For Credit Union ATMs, (i) there is a limit of five (5) withdrawals per day; and (ii) you may withdraw up to \$500 per day (if there are sufficient funds in your account), unless otherwise agreed by the parties. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and a "closed" sign will appear when the machine is not in service.

ii. Deposits. You may make deposits at any depository taking SHCFCU-owned ATM or ATMs displaying the CO-OP Network logo. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

iii. Transfers. You may transfer between your regular share savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

iv. Purchase Limitations. There is no limit on the number of VISA Check Card purchase transactions you may make during a statement period. No purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You may not use your Card or account for any transaction that is unlawful or illegal, and you agree to indemnify, defend and hold us harmless if you do. We may refuse to authorize any transaction that we may believe may be illegal or unlawful. You are solely responsible for any disputes you may have with merchandise or services received using the VISA Check Card. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

b. Teller Phone (Audio Response). Your accounts can be accessed under audio response via a touch- tone telephone only. Audio response service will be available for your convenience seven

(7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "Unavailable at this time." While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from savings and money market accounts. Transfers from a savings or a money market account will be limited to six (6) in any one month.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transactions made after the close of normal business hours each day will be posted to your account on the next business day after the date of the transaction. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The system will time-out after 45 seconds if no transaction is entered, and after ten minutes in all cases. If you wish to make any further transactions you will have to call back. The system will also time-out after three unsuccessful pin-entry attempts.

c. Online Banking.

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

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

iii. **E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Section 4.

iv. **Bill Payer Transactions.** You authorize us to process Bill Payments from your designated account. You may use the Bill Payer service to initiate two (2) different types of payment transactions:

- "Future" transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the Scheduled Initiation Date. "Future" transactions may be canceled or changed through the Bill Payer service up until 12:00 midnight before your Scheduled Initiation Date.
- "Recurring" transactions are payments you designate to reoccur on a specified regular basis (i.e. monthly). You may designate the start and end dates for payments. "Recurring" transactions will be deducted from your account on the Scheduled Initiation Date and will be paid by us on the next business day. Therefore, you must have sufficient funds available on the Scheduled Initiation Date. "Recurring" transactions may be canceled or changed through the Bill Payer service up until 12:00 midnight before your Scheduled Initiation Date.

d. **Fees.** The Online Bill Payment Service is subject to certain fees and charges as set forth in the Credit Union's Rate and Fee Schedule, which is incorporated into this Agreement. All fees and charges will be deducted from the member's checking account.

e. **Authorized Payees.** You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. We will process bill payment requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number.

f. **Processing Payments.** When you transmit a Bill Payer instruction to us, you authorize us to transfer funds to make the Bill Payer transaction from your checking account. The Credit Union will not process any Bill Payer transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the Bill Payer request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

The amount of your requested bill payment will be deducted from your account on the Scheduled Initiation Date and will be processed by us on that date or the next business day should the

processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment on the Scheduled Initiation Date.

Bill Payments are delivered to the payee either electronically, which may take up to two (2) business days from the Scheduled Initiation Date, or by check to those payees not set up to accept electronic payments, which may take up to ten (10) business days from the Scheduled Initiation Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least six (6) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization. In no event will we automatically resubmit a payment for you after funds become available.

g. Canceling or Changing Bill Payments. Payments designated as "Today" transactions cannot be stopped, canceled or changed once your Bill Payer session has ended. You may cancel or stop payment on Future and Recurring bill payment instructions under certain circumstances by following the instructions provided.

If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Payer service. Your cancellation request must be entered and transmitted through the Bill Payer service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring bill payment transaction, not using the Bill Payer service, the Credit Union must receive your oral stop payment request at least three (3) business days before the payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in Section 4 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

h. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of an electronic funds transfer including a VISA Check Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or Cash/Debit Card.

3. SECURITY OF ACCESS CODE. The access code issued to or selected by you is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your Online Banking and account services immediately. The system will lock down after five unsuccessful PIN entries.

4. MEMBER LIABILITY. If you furnish your EFT services, card, or access device and grant authority to make transfers to a person (such as a family member or friend) who exceeds the authority given, you will be fully liable for the transfers until you have notified SHCU that that the transfers by that person are no longer authorized. Therefore, tell us at once if you believe anyone has used your Account Card, or access code and accessed your accounts without your authority. Telephoning is the best way to keeping your losses down. For VISA Check Card transactions, if you notify us of your lost or stolen card you will not be liable for any losses provided you were not grossly negligent or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows EFT 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 be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period.

If you believe your Card or access code has been lost or stolen or that someone has used your Card or access code or may have transferred from your account without your permission, call: 503-397-2376 or 800-275-6434 or write: St. Helens Community Federal Credit Union PO Box 537 ~ St. Helens, OR 97051

5. BUSINESS DAYS.

St. Helens Branch Hours of Operation

Lobby Hours: Monday through Friday 9:00 am to 5:30 pm, Sat. 10:00 am to 2:00 pm
 Drive-Up Hours: Monday & Friday 8:00 am to 6:00 pm, Tuesday, Wednesday and Thursday 9:00 am to 5:30 pm, Saturday 10:00 am to 2:00 pm

Scappoose Branch Hours of Operation

Lobby Hours: Monday through Friday 9:00 am to 5:30 pm, Sat. 10:00 am to 2:00 pm
 Drive-Up Hours: Monday & Friday 8:00 am to 6:00 pm, Tuesday, Wednesday and Thursday 9:00 am to 5:30 pm, Saturday 10:00 am to 2:00 pm

Mortgage & Commercial Lending Center

Lobby Hours: Monday through Friday 9:00 am to 5:30 pm

Rainier Branch Hours of Operation

Lobby Hours: Monday through Friday 9:00 am to 5:30 pm
 Drive-Up Hours: Monday through Friday 9:00 am to 5:30 pm

6. FEE AND CHARGES. You agree the following fees and charges may apply:

- a. EFT Fees. There are no Credit Union charges for electronic funds transfers. Your normal account charges will continue to apply as set forth on the Rate and Fee Schedule.
- b. ATM Surcharges. You should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.
- c. Foreign Transaction Fees. Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

7. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

- a. Periodic Statements. Transfers and withdrawals transacted through an ATM, the audio response system, online banking access service or VISA Check Card purchasers, will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- b. Direct Deposits. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.
- c. Terminal Receipt. You may elect to get a receipt at the time you make any transaction over \$15.00 (except inquiries) involving your account using an ATM.

8. ACCOUNT INFORMATION DISCLOSURE. We may disclose information to third parties about your account or the transfers you make:

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

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- If your Card has expired, is damaged and cannot be used, or is used in an incorrect manner.
- If the automated teller machine where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.

- If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or any of the Credit Union's Online Banking Services was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- If your account is frozen because of a delinquent loan or subject to legal process or other claim.
- If there are other exceptions as established by the Credit Union.

10. PREAUTHORIZED ELECTRONIC FUND TRANSFERS.

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

b. Notice of Varying Amounts. If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

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

11. TERMINATION OF ELECTRONIC FUND TRANSFER SERVICES. You agree that we may terminate this Agreement and your electronic fund transfer services, if:

- You, or any authorized user of your Card or access code, breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Card or access code;
- You breach any provision of your Membership and Account Agreement or any other agreement with the Credit Union.
- You are terminated from Credit Union membership.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

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

13. BILLING ERRORS. In case of errors or questions about your EFT transactions, telephone us at the phone numbers or write us at an address listed on the back page as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction 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 verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may

take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (5 business days for VISA Check Card purchases) 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 do put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. For new accounts, we will have twenty (20) business days instead of ten (10) business days, and for new accounts, point-of-sale, or foreign-initiated transactions, we will have ninety (90) days instead of forty-five (45) days, unless otherwise required by law, to investigate your complaint or question. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

14. ATM SAFETY NOTICE. The following information is a list of safety precautions regarding the use of ATMs and Night Deposit Facilities.

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