

Membership
and
Account
Agreement

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MEMBERSHIP AND ACCOUNT AGREEMENT

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

The classification and form of ownership of your accounts are designated on your Account Card. Your periodic statement may not list all account owners and does not list POD beneficiaries. To verify the current ownership, survivorship status, and beneficiaries of your account, please contact us. By signing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments which collectively govern your Accounts and Credit Union membership. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

Important Information about Procedures for Opening New Accounts. 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. When you open an account, we will ask you 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.

I. MEMBER AND ACCOUNTS

1. MEMBERSHIP ELIGIBILITY. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share with a par value of \$5.00 as required by the Credit Union's Bylaws. This entitles you to full voting rights if you are 16 years of age or older. Two members can designate each of their membership shares to be held in one account with joint ownership (dual membership). You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services we may offer.

2. INDIVIDUAL ACCOUNTS. An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death ("POD") beneficiary, if applicable.

3. JOINT ACCOUNTS. An account owned by two or more persons is a joint account.

a. Rights of Survivorship. If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.

b. Rights of Joint Account Owners. Any joint account owner is authorized and deemed to act for the other owner(s)

and the Credit Union may accept orders and instructions regarding the account and requests for services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). The surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by the deceased owner, even if the surviving owner did not consent to it. A member account owner may remove another account owner at any time. A non-member account owner may not remove another account owner without consent of all account owners. If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

c. Joint Account Owner Liability. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

4. POD BENEFICIARIES. A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

5. ACCOUNTS FOR MINORS. For any account established by or for a minor, we may require the minor account owner must to have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Card.

6. ACCOUNTS FOR LIVING TRUSTS. An account for a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and living trust

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

7. ACCOUNTS OF BUSINESSES AND ORGANIZATIONS.

Accounts held in the name of a business or association member are subject to the same terms set forth in this Agreement and the following additional rules. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to a business may not be cashed, but must be deposited to a business account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing. By signing the Account Card, the business or association member certifies that it does not engage in an internet gambling business and will not use accounts at the Credit Union in connection with internet gambling.

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

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. If you deposit a check using our mobile deposit

service, you must endorse it using the words "For mobile deposit only to InRoads Credit Union" above your signature.

b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

c. Final Payment. All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account.

After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.

d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If we originate a direct deposit transaction, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from an of your accounts, unless prohibited by law.

e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day, unless you are using one of our facilities with Saturday drive-thru hours. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Amounts will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

9. ACCOUNT ACCESS.

a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit

Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., Personal Computer Branch Services, check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, or telephone). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

c. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association. You acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All entries will be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You will bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries.

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

e. Electronic Check Transactions.

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

ii. Electronic Re-presented Checks. If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic re-presented Check") to charge your account for the amount of the check. If we receive an

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

10. ACCOUNT RATES AND FEES. The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule and each Time Deposit Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

11. TRANSACTION LIMITATIONS.

a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan.

Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

b. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the member's account upon oral or written orders, including orders received through the automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM.

12. INSUFFICIENT FUNDS TO PAY ITEMS.

a. Determination of Available Balance. Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your

available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

b. Order in Which Items Are Paid. In general, we pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in low to high order. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. We reserve the right to pay any checks or items in the order they are presented or received and in accordance with our normal operating procedures for such checks items or transactions.

c. Overdraft Liability. If at any time, the available funds in your checking account are not sufficient to cover checks and other items presented for payment from your account, those checks and items will be handled in accordance with any overdraft protection plan you have with us or our Courtesy Pay service. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for each item presented whether paid or returned as set forth in the Rate and Fee Schedule. If an item is returned, the payee may present it for payment one or more subsequent times, which may result in additional fees if there are not sufficient available funds when the item is re-presented. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays an item that would otherwise overdraw your account, you authorize the Credit Union to treat the payment as a loan advance to any outstanding line of credit, if applicable, or you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

d. Overdraft Protection Plan. If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor drafts drawn on insufficient funds in any checking account by transferring the necessary funds from a deposit account or loan account of yours to your checking account in accordance with your written transfer instructions, our overdraft procedures, or other agreements you have with the Credit Union. Unless otherwise directed, we will transfer funds to your overdrawn account from the following accounts in order: share account, Visa® account, or line of credit account, if applicable. Overdraft transfers will be made in \$50 increments necessary to cover the overdraft. Funds coming from Money Market accounts will be in \$250 increments. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable

loan agreement.

e. Courtesy Pay. The Credit Union offers the Courtesy Pay service to all eligible consumer checking account owners, based on your satisfactory credit history. The Courtesy Pay service will be provided upon request for consumer account owners and will continue as long as the account is maintained in good standing with the Credit Union. This service includes coverage for checks, ATM, POS, and Bill Pay transactions. This overdraft service is not a line of credit, is not guaranteed, and is independent of any other payment arrangement we may offer. Generally, we will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. However, we have no obligation to notify you before we pay or return any item. If on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks; ATM card withdrawals and debit card purchases (if you have opted in to such coverage); online or other electronic funds transfers; ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. Accounts with delinquent loans, and accounts of minors are not eligible. If you are otherwise eligible for our service, refer to the Courtesy Pay Service disclosure for Overdraft Limit/Available Balance information.

The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statement. Courtesy Pay can be revoked at any time.

13. POSTDATED AND STALEDATED ITEMS. You may not write a postdated check and expect us to hold payment prior to its date. You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to pay a check or draft drawn on your account which is presented more than six months after its date.

14. STOP PAYMENT ORDERS.

a. Stop Payment Request. You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union

to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

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

15. LOST ITEMS. The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

16. CREDIT UNION'S LIABILITY FOR ERRORS. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

17. CREDIT UNION LIEN AND SECURITY INTEREST. To the extent you owe the Credit Union money as a borrower, guarantor, and endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in

your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties.

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

19. ACCOUNT INFORMATION. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (1) it is necessary to complete the transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (3) such disclosure is in compliance with the law, government or court orders; (4) offering new products or services from our subsidiary company; or (5) you give us your written permission.

20. NOTICES.

a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will only accept change of address notices by written instruction and may require any other notice from you to the Credit Union be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule. You authorize the Credit Union to update your account records with any notification of change of address issued by the U.S. Postal Service.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced by written instruction which, upon execution, will be incorporated herein by this reference. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future. Amendments requested by you, or any account owner, such as adding or closing an account or service, may be made by telephone instruction followed by written authorization.

c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability arising as a result of such instructions.

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

your accounts may be reflected in your credit report.

21. TAXPAYER IDENTIFICATION NUMBERS (TIN) AND BACKUP WITHHOLDING. If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties.

22. STATEMENTS.

a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. If your statement is provided electronically, statements will be electronically mailed to you as an attachment or you may access, review, print and otherwise copy/download your periodic statements from our website using procedures we authorize. Electronic mails from us will be sent to the electronic mail address you provide. It is your responsibility to provide a current and correct e-mail address to the credit union. You are also responsible to keep us updated on e-mail address changes. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes the property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand statements and checks are made available to you on the date the statement is mailed to you.

b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (1) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement or delivery or availability of e-statements and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

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

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

23. INACTIVE AND DORMANT ACCOUNTS. If you have not made a withdrawal from, deposit to, or transfer involving your account for more than one (1) year, the Credit Union may classify your account as an inactive account and may charge an inactive account service fee or terminate your account as set forth on the

Rate and Fee Schedule. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. You authorize us to transfer funds from an available account of yours to cover any monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be dormant. We may impose a dormant account fee as allowed by law and as set forth on the Rate and Fee Schedule. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

24. DEATH OF ACCOUNT OWNER. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

25. TERMINATION OF ACCOUNT. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account prior to the effective date of any account changes. You may terminate your account at any time by notifying the Credit Union in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

26. TERMINATION OF MEMBERSHIP. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

27. SPECIAL ACCOUNT INSTRUCTIONS. You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without

written authorization and a copy of the Power of Attorney on record at the Credit Union.

28. SEVERABILITY. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

29. ENFORCEMENT. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

30. GOVERNING LAW. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

II. FUNDS AVAILABILITY POLICY

1. GENERAL POLICY. For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the 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 we close 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 we close or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

3. HOLDS ON OTHER FUNDS. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4. LONGER DELAYS MAY APPLY. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

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

5. 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 on the day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. 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. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

III. ELECTRONIC FUNDS TRANSFERS

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 or Visa® Check 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.

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.

Your account may be automatically enrolled in the Visa® Account Updater Service (VAU). The service is provided as a benefit in order to facilitate uninterrupted processing of recurring charges you have authorized. Under the VAU service, if you have authorized a participating merchant to bill your Card for recurring payments, your new Card number and expiration date will automatically be sent to that merchant if we change your Card number (i.e., when replacing a lost or stolen Card. Card numbers are only supplied to merchants who participate in the VAU service. Because not all merchants participate in the VAU service, you should still notify each merchant when your Card number changes in order to permit recurring payments to continue to be charged to your account.

c. 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.

d. 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 individual ID number provided by the credit union 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 Pay 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.

e. 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.

f. P2P Transfers. If available, you may use our P2P (Person to Person) payments service to send funds to another person using their Email address or mobile phone number. P2P may be accessed via our online banking service. P2P transactions are subject to the special P2P terms and conditions set forth elsewhere

g. A2A Transfers. The A2A service enables you to request a transfer of funds: (1) from an account you have with us that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to your Eligible Credit Union Account. The Credit Union generally uses the ACH Network to execute A2A transfer requests, but other methods of transfer may also be used. A2A may be accessed via our online banking service. A2A transactions are subject to the special A2A terms and conditions set forth elsewhere.

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) up to \$500 per transaction with a maximum amount of \$2500 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 InRoads owned ATM or at any ATM accepting deposits. 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.

vi. 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. Online Banking.

i. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. 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.

vi. Wire Transfers. If approved by the Credit Union you may request wire transfers through our online banking system. As an authorized user for the account, you agree that our online banking user identification process is a commercial reasonable security procedure for verifying the authenticity of the wire request.

v. A2A and P2P Services. You may not initiate transfers in excess of the individual daily and monthly transfer limits we set. We will inform you of the limits that apply to your account.

c. Bill Pay Transactions.

You authorize us to process Bill Payments from your designated account. You may use the Bill Pay 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 Pay 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 Pay service up until 12:00 midnight before your Scheduled Initiation Date.

i. 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.

ii. 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.

iii. Processing Payments. When you transmit a Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your checking account. The Credit Union will not process any Bill Pay 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 Pay 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.

vi. Canceling or Changing Bill Payments. Payments designated as "Today" transactions cannot be stopped, canceled or changed once your Bill Pay 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 Pay service. Your cancellation request must be entered and transmitted through the Bill Pay 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 Pay 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.

d. **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 InRoads 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: InRoads Federal Credit Union ~ PO Box 537 ~ St. Helens, OR 97051

5. BUSINESS HOURS.

a. **Branch Lobby Hours.** 10am - 5:30pm Monday thru Friday. Excludes federal holidays.

b. **InRoads LIVE Hours.** 8am - 6pm Monday thru Friday, 9am - 3pm Saturdays. Excludes federal holidays.

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. SPECIAL A2A TERMS. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent money laundering and laws prohibiting internet gambling. If any of the accounts you have with us has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this service. If you do not give such consent, you should not use that account and we will terminate your use of service if we are notified of such situation.

a. Authorization to Transfer Funds. You represent to the Credit Union that you own each Eligible Credit Union Account and Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize us to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by us. You agree that we have no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer re-quest is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and we have had a reasonable opportunity to act on it.

You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no

responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business and corporate accounts are not eligible. Also, you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

b. Account Set-up and Verification. The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through our Bill Pay service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize us to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third-Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your re-request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers. You understand that your financial institution may limit the number of transactions that you authorize using your savings or money market account.

c. Transfer Requirements and Conditions. Your request for a transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 1:00 p.m. If your request for a Standard transfer is received by the Credit Union on a day that is not a business day or on a business day after the established cut-off hour, we will not process your request until the next business day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of the accounts you have with us are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

d. Modifying or Canceling Pending Transfers. Pending transfer instructions can be canceled or modified until the status changes to "In Process". Transfer instructions cannot be canceled or modified after the cut-off time on the transfer date. If you close an Eligible or Verified Account, you are responsible to remove it from the service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

e. Rejection of an A2A transfer Request. We reserve the right to reject your funds transfer request. We may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to

a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

f. Cancellations, Amendments or Recalls. You may cancel or amend a funds transfer request only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. We shall not be liable to you for any loss resulting from the failure of the beneficiary financial institution to agree to a recall or amendment of your funds transfer request. You further agree that we shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond our reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank. P2P payments is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an Email address through a third party service provider. Sending money does not require you to have an account with the service provider, which is independent of the Credit Union. You are responsible for compliance with terms and conditions imposed by the service provider. We are not responsible for actions of the service provider except as expressly set forth in this agreement.

g. Eligibility for P2P Payments. You authorize the Credit Union, directly or through authorized third parties, to make any inquiries necessary to validate your identity. This may include asking you for additional information, requiring you to take steps to confirm ownership of your Email address or financial services, ordering a credit report, or verifying your information against third party or internal databases or through other sources. We may in our sole discretion disallow the use of P2P payments at any time.

h. Making Transfers. When an Online Banking P2P Payment is made, the funds are immediately transferred from the Eligible Credit Union Account you have with us for transfer and are credited to our service provider to provide funds to the recipient. You agree that such requests serve as your authorization to us and to our service provider to make the transfers. Once you have provided your authorization for the transfer, you may not be able cancel the transfer.

i. Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold the Credit Union or our service provider liable for any damages resulting from a recipient's decision not to accept a payment made through the service. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account after 30 days from the date you initiated payment.

14. 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.

IV. PRIVACY POLICY

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 to 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.

15. 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.

Definitions	
Affiliates	InRoads Federal Credit Union has no affiliates.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>InRoads Federal Credit Union does not share with non-affiliates so they can market to you.</i>
Joint Marketing	A formal agreement between InRoads Federal Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you. <i>Our joint marketing partners include insurance companies and financial service providers.</i>

FACTS	What does InRoads Federal Credit Union do with your personal information?
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WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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WHAT?	<p>The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:</p> <ul style="list-style-type: none"> • Name, address, Social Security number, and income • Account balances and transaction history • Credit history and credit scores <p>When you are <i>no longer</i> our member, we will not share your information except as permitted or required by law as described in this notice.</p>
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HOW?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons InRoads Federal Credit Union chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information:	Do we share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes —information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	Call us at 503.397.2376 or 800.275.6434	

What we do	
How does InRoads Federal Credit Union protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does InRoads Federal Credit Union collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for a loan • apply for any credit union service • you visit our website, provide us information on any online application or transaction, or information you send to us by email. • use your credit or debit card or pay your bills • make deposits to or withdrawals from your accounts <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

INROADS

credit union

inroadscu.org
503.397.2376 | 800.275.6434
PO Box 537, St. Helens, OR 97051

Federally
insured by
NCUA

