

BUSINESS

# Account Agreement

**WSECU**

MKT-854 10.22

# Table of Contents

## 1. Membership and Account Agreement

### **I. MEMBERSHIP AND ACCOUNTS**

1. Membership Eligibility
2. Individual Business Accounts
3. Accounts of Businesses and Organizations
4. Authorized Parties
5. Deposit Requirements
6. Account Access
7. Account Rates and Fees
8. Account Balance vs. Available Balance
9. Transaction Limitations
10. Overdrafts and Overdraft Services
11. Postdated and Staledated Items
12. Stop Payment Orders
13. Lost Items
14. Credit Union's Liability for Errors
15. Credit Union Lien and Security Interest
16. Legal Process
17. Account Information
18. Our Communications with You
19. Notices
20. Statements
21. Inactive and Abandoned Accounts
22. Account Restrictions
23. Termination of Account
24. Termination of Membership
25. Special Account Instructions
26. Indemnity
27. Severability
28. Enforcement
29. Governing Law
30. Class action waiver, waiver of jury trial right, informal dispute resolution, and binding arbitration of disputes

### **II. FUNDS AVAILABILITY POLICY**

1. General Policy
2. Reservation of Right to Hold
3. Holds on Other Funds
4. When Longer Delays May Apply
5. Special Rules for New Accounts
6. Deposits at Automated Teller Machines (ATMs)
7. Substitute Checks and Your Rights

### **III. ELECTRONIC FUNDS TRANSFERS**

1. Services
2. Service Limitations
3. Conditions of EFT Use
4. Member Liability
5. Business Days
6. Fees and Charges
7. Right to Receive Documentation Transfers
8. Account Information Disclosure
9. Credit Union Liability for Failure to Make Transfers
10. Notices

## 2. Privacy Notice

## 3. Business Savings Rate and Fee Schedule

## 4. WSECU's Discretionary Courtesy Pay Policy

This agreement is the contract of deposit which covers yours and our rights and responsibilities concerning business membership and account(s) offered to you. In this agreement, the words "you" and "yours" mean those who sign the Business Account Card or Business Account Authorization Card ("Account Card"). The words "we," "us," and "our" mean WSECU ("Credit Union"). The word "account" means any one or more share or deposit accounts you have with the Credit Union. The term "account balance" refers to the full amount of all deposits/funds in an account, less payments that have actually been posted or processed. The term "available balance" is your account balance minus funds for (i) electronic or debit transactions that we have authorized (and therefore are obligated to pay) but not yet settled to your account and (ii) holds or other restrictions on deposited funds that have not yet cleared. The term "available funds" means the amount of your available balance.

The classification and form of ownership of your accounts are designated on your Business Account Card. By signing the Business 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, the Business Rate and Fee Schedule accompanying this agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments which collectively govern your business membership and accounts. 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 a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account with our Credit Union. We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### **THIS AGREEMENT CONTAINS ARBITRATION, CLASS ACTION WAIVER AND JURY TRIAL WAIVER PROVISIONS.**

**BY OPENING OR CONTINUING TO USE YOUR ACCOUNTS, YOU ARE KNOWINGLY AND VOLUNTARILY ACCEPTING AND AGREEING TO THESE PROVISIONS.**

**ARBITRATION: DISPUTES ABOUT YOUR ACCOUNTS UNDER THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION.**

**WAIVERS: YOU AGREE TO WAIVE YOUR RIGHT TO PARTICIPATE IN COURT ACTIONS OR ARBITRATION PROCEEDINGS AGAINST THE CREDIT UNION THAT ARE CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR PRIVATE ATTORNEY GENERAL ACTIONS. YOU ALSO WAIVE THE RIGHT TO A JURY TRIAL.**

**THE ARBITRATION AND WAIVER PROVISIONS ARE IN SECTION 30 BELOW. THEY AFFECT YOUR RIGHTS. YOU SHOULD READ THEM CAREFULLY.**

**ARBITRATION OPT OUT: YOU HAVE THE OPTION TO TELL US THAT YOU DO NOT WANT THE ARBITRATION PROVISIONS TO APPLY TO YOUR ACCOUNTS. TO DO SO, YOU MUST MEET THE "OPT OUT DEADLINE" AND FOLLOW THE REQUIRED PROCESS THAT IS EXPLAINED IN SECTION 30(g) BELOW.**

#### **I. MEMBERSHIP AND ACCOUNTS**

**1. Membership Eligibility.** To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and have not caused the Credit

Union a loss. You authorize us to check financial information data and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request.

WSECU reserves the right to refuse opening any account where we perceive the account name may be offensive or contain sexually explicit or other inappropriate language or connotations. In addition, if any share or loan name is also perceived in this manner, we will change it to the original account name.

I authorize the Credit Union to obtain credit reports about me from consumer reporting agencies and to retain information from the reports to determine my eligibility for accounts and services the credit union may offer.

If you meet eligibility standards, you will need to open and maintain a savings account meeting the minimum requirements as disclosed on the current Member Business Services Savings Rate and Fee Schedule.

**2. Individual Business Accounts.** An individual business account is an account owned by one depositor including any individual, or sole proprietor qualified for Credit Union membership. If the account is an individual business account, the interest of a deceased individual owner will pass, subject to applicable law to the decedent's estate. You understand that unless you waive your rights, certain account designations may be invalidated on the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law. We may require any claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of an account owner's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in the account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

**3. Accounts of Businesses and Organizations.** You must designate on the Business Account Card who is authorized to act on behalf of the member/account owner as an authorized signer or business agent. You must also complete the Certification of Beneficial Ownership form associated with the Business Account Card. The Certification of Beneficial Ownership requires the identification of individuals who own, either directly or indirectly, twenty-five (25) percent or more of the legal entity business for the ownership certification and identity of the individual with significant managerial control over the legal entity business for the control certification. 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 you to update your Certification of Beneficial Ownership from time to time. You understand that failure to do so, including failure to respond to a request for updated Beneficial Owner information could result in account restrictions until the information is provided and/or could result in account closure.

The Credit Union may require that third-party checks payable to a club or association may not be cashed, but must be deposited to the account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has actual notice of any wrongdoing. WSECU does not offer business accounts to any type of money service/transfer business, such as, but not limited to: Payday lending, casinos, wire transfer services and/or Quick Cash transfer services. In addition, WSECU does not support business accounts which engage in Internet gambling activities or are

opened with the purpose of supporting medical nursery services or are a state licensed Marijuana Related Business.

#### 4. Authorized Parties

a. *Authorized Parties.* The persons named on the Business Account Card as owners are vested with full authority to open and close accounts on behalf of the business, add and remove authorized signers on behalf of the business and to transact any business of any nature on such accounts. By accepting this account agreement as evidenced by the ongoing use of the account and signing the Business Account Card, all business owners agree that only (1) one signature is required to approve any changes made to Authorized Signers.

b. *Authorized Signers.* Authorized signers are any persons authorized to receive account information, if applicable, are authorized to receive from the Credit Union either orally or in writing, any information related to the account. Those persons are also authorized to withdraw funds or issue checks/drafts against the account. Deposits may be accepted by authorized signers.

The Credit Union is directed to accept and pay without further inquiry any item, signed by an authorized signer, drawn against any of the business's accounts. Unless otherwise indicated, any one authorized signer is expressly authorized to endorse all items payable to or owned by the Business for deposit with or collection by the Credit Union and to perform any other transaction permitted under the Agreement.

The authority given to the authorized parties named on the Business Account Card shall remain in full force until written notice of revocation (in the case of an individual or partnership business account) or approved board meeting minutes (in the case of a Limited Liability Company or Corporation) and an updated Business Account Card is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. The Owner(s) shall notify the Credit Union of any change in the Business composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Business and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Party and shall have no notice of any breach of fiduciary duties by any Authorized Party unless the Credit Union has actual notice of wrongdoing.

c. *Beneficial Owners.* For legal entity business accounts, a "Certification of Beneficial Ownership" form must be completed at account opening. This form requires you to identify both the ownership and control prongs for your legal entity business. For ownership, any individual who owns, either directly or indirectly, twenty-five (25) percent or more of the legal entity must be identified. For the control prong, you must identify at least one individual who has significant managerial control over the legal entity business.

d. *Power of Attorney.* WSECU will not allow Powers of Attorney to be used on Business Accounts.

**5. Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Business Rate and Fee Schedule. All accounts are non-assignable and non-negotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Rate and Fee schedule, 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 that we incur 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, at 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 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 said endorsement. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

b. *Collection of Items.* 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 handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for his or her 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 availability of funds is 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 Deposit.* For individual business accounts, the Credit Union may offer direct deposit options allowing you to pre-authorize deposits (e.g., payroll checks, social security or retirement checks, or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts with a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of 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 any 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. 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. Deposits will be credited to your account when we receive final payment and become available as provided in the Funds Availability Policy, outlined in Section II. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

#### 6. Account Access

a. *Authorized Signature.* In order to access any account, the Credit

Union must have an authorized signature of yours on a Business 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, and you are liable for any subsequent transactions which may be processed by the third person.

**b. Access Options.** You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (e.g., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, online 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 and Wire Transfers.** If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH transfer. You agree that if you receive funds by 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 must identify the recipient and 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.

**d. Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer, 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**

(1) **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of your check to initiate 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 Section 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.

(2) **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 Section III, Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (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 re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

**7. 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 Business Rate and Fee Schedule and each Share Certificate 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. You agree the Credit Union may change the Business Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

**8. Account Balance vs. Available Balance.** Account balance refers to the full amount of all deposits/funds in an account, less payments that have actually been posted or processed. Available balance is your account balance minus funds for a. electronic or debit transactions that we have authorized (and therefore are obligated to pay) but not yet settled to your account and b. holds or other restrictions on deposited funds that have not yet cleared. Available funds means the amount of your available balance.

#### **9. Transaction Limitations**

**a. Withdrawal Restrictions.** The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft services plan, such as Overdraft Protection or Courtesy Pay. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, as set forth in the Business Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example, any dispute between the owners about the account (unless a court has ordered 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 failure 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 share account of up to ninety (90) days and any other deposit account (except checking accounts) of up to sixty (60) days, as required by law, before such withdrawal.

#### **10. Overdrafts and Overdraft Services**

**a. Overdraft Liability.** An overdraft occurs on your account if on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account. Those checks and items will be handled in accordance with our overdraft procedures or an overdraft services plan you have with us. Refer to our Discretionary Courtesy Pay Policy. The Credit Union has no duty to notify you of an occurrence of insufficient funds, including checks. The Credit Union's determination of an insufficient available account balance may be made at anytime between presentation and the Credit Union's midnight deadline with only one review of the account required. For more information on the ordering of transactions for payment, please refer to our Discretionary Courtesy Pay Policy. Your account will then be subject

to a charge for the item whether paid or returned as set forth in the Business Rate and Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

b. *Overdraft Protection Plan.* Unless you notify us, we will provide an overdraft protection plan for you. We will honor transactions, such as checks, electronic withdrawals, ATM and POS withdrawals drawn on insufficient available funds in any checking account by transferring the necessary funds from a business deposit account, business credit card loan or other business loan account of yours, if applicable, to your share draft account. Unless otherwise directed, we will transfer funds to your overdrawn account, first from your business loan account, then from your business credit card account and then from your share 01 business savings account, as applicable. Overdraft transfers will be in increments of \$100.00 to cover the overdraft when transferred from a savings account. Overdraft transfers will be in increments of \$25.00 from a loan or credit card account. The fee for overdraft transfers is set forth in the Business Rate and Fee Schedule. Transfers from a business deposit account will be governed by this Agreement. Transfers from a business credit card loan or other loan account will be governed by the applicable loan agreement.

c. *Discretionary Courtesy Pay Service.* If you satisfy the eligibility requirements set forth in our Discretionary Courtesy Pay Policy, which is posted on our website, we will provide our Discretionary Courtesy Pay Service for your checking account transactions. Our Discretionary Courtesy Pay Service is added to your new checking account if you meet the eligibility requirements and automatically includes authorization and payment of overdrafts for checks and other transactions made using your checking account number, as well as automatic bill payments. In addition, you have the option to choose to have us pay ATM and every day debit card transactions. This option requires you to affirmatively opt-in to the payment of these items that exceed the available funds in your account. If you do not affirmatively opt-in, these items will not be authorized at the time of the transaction if there are not sufficient available funds in your account to cover them. By utilizing our Discretionary Courtesy Pay Service, we will pay items that would overdraw your account up to your established Courtesy Pay limit. (If you have an established overdraft protection plan, the Discretionary Courtesy Pay Service will only apply after all available funds in the overdraft protection service(s) have been exhausted.) Your account will be assessed the Credit Union's usual Courtesy Pay fee for each item paid under this service. WSECU may impose additional eligibility requirements at any time and may terminate the service in its sole discretion even if you continue to satisfy the minimum eligibility requirements. The Credit Union will notify you at the time of termination if it terminates the service. If you have opted-in to the payment of ATM and every day debit card transactions, you have the right to revoke your consent at any time. If at any time, you wish to change your overdraft choice, please contact the Credit Union.

d. *Overdraft & Courtesy Pay Fees On One-Time Debit Transactions.* One-time debit card transactions will cause you to incur NSF fees or Courtesy Pay fees if, at the time the transaction is posted to your account, there are not available funds sufficient to cover the transaction (a) in your checking account; (b) under an overdraft protection plan applicable to your account; or (c) under the Discretionary Courtesy Pay service if you have opted into it for those transactions. These fees may be assessed even if you had sufficient available funds from any of these sources at the time you swiped your card or entered into the transaction and received authorization for it, because later transactions or holds

placed on your account for such transactions may reduce the available funds by the time the transaction is posted to your account. WSECU uses available balance or available funds as of the time of posting to determine whether NSF, overdraft or Courtesy Pay fees will be assessed. Our Electronic Funds Transfers policy provides more information about debit card transactions, holds and purchase limitations. See above for more information about overdraft protection plans and our Discretionary Courtesy Pay service. Our Discretionary Courtesy Pay Service disclosure provides more information about the order in which transactions are posted (processed, settled, cleared) against your checking account and how the ordering of posting transactions may affect the number of NSF, overdraft or Courtesy Pay fees that you incur.

e. *Non-Sufficient Funds (NSFs).* WSECU may return third party requests for ACH payments and checks including electronic checks submitted for payment against your checking account (debits) if the amount of the debit exceeds the available funds in your checking account or amounts available under an overdraft services plan you have with us. Each time we return a debit for insufficient available funds, we will assess a NSF fee on your account in the amount shown on WSECU's current Business Services Rate and Fee schedule for each returned debit item. The entity that submitted the debit may submit another debit to WSECU or resubmit the same debit even if we have already returned the prior debit for insufficient available funds. If the resubmitted debit again exceeds the available funds in your checking account or funds available under an overdraft services plan you have with us, WSECU will again return the debit, resulting in an additional NSF fee, or may approve the debit, resulting in a Courtesy Pay fee. We will charge an NSF fee or Courtesy Pay fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment. Thus, you may be charged multiple NSF fees and/or Courtesy Pay fees in connection with a single debit that has been returned for insufficient available funds multiple times.

**11. Post-dated and Stale-dated Items.** 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 you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

## **12. Stop Payment Orders**

a. *Stop Payment Request.* You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, the date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment

of the item. If we re-credit 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. You may be charged a fee for each stop payment request.

*c. Liability.* The Credit Union may charge a fee for each stop payment order requested as set forth in the Business Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be 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.

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

**14. Credit Union's Liability for Errors.** The Credit Union will not be liable to you for damages resulting from transaction on an account unless the Credit Union has not acted in good faith or exercised ordinary care. Except in the case of the exercise of bad faith or the wrongful dishonor of an item, the Credit Union's liability is limited to the amount of the item less an amount that could have been realized by the exercise of ordinary care. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain sufficient available funds 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 Business 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.

**15. Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, 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. The Credit Union may apply these funds in any order to pay off your indebtedness. 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 non-transferable to third parties.

**16. 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.

**17. 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 agencies, or court orders; or (4) you give us your written permission.

**18. Our Communications with You.** You consent, agree and authorize us to contact you at any number or e-mail address you have provided to us if we need to contact you to service your account, promote our products and services, and collect amounts you owe to us. We may contact you by landline, mobile or cellular telephone in any way, such as calling, texting, or e-mail using an automated dialer or using pre-recorded messages on a mobile, wireless, or similar device. You agree that we may monitor or record any calls between you and us.

#### **19. 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 required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union may accept oral notices of a change in address and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Business Rate and Fee Schedule.

*b. Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates or fees as required by law. Changes in account ownership such as adding or removing a joint account owner or changes in authorized signers must be evidenced by signing the Credit Union's forms that may include, but are not limited to: a new signature card, change in ownership form, etc. which upon execution will be incorporated herein by this reference. In addition, for corporations or limited liability companies, the Credit Union also requires approved and signed board meeting minutes indicating changes in authorized signers. 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. If you have elected to receive electronic communication from us, we will notify you electronically as permitted by applicable law.

*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. You may use e-mail at wsecu.org to send messages to us. E-mail may not, however, be used to initiate transactions on your account. 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.

*d. Notice of Negative Information.* We may report information about your account to credit bureaus. Late payments, missed payments or

other defaults on your account may be reflected in your credit report.

## 20. Statements

a. *Contents.* 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. For checking accounts, you understand that when paid, your original check becomes property of the Credit Union and may not be returned to you. Copies will be retained by the Credit Union or a payable through financial institution and made available upon your request. You understand statements and checks are made available to you on the date the statement is mailed to you. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.

b. *Electronic Statements (e-statements).* If your statement is provided electronically, statements will be: (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site we maintain or cause to be maintained where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. E-mails from us will be sent to the electronic mail address provided by the account owner.

c. *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 and availability of checks containing any forgery, alteration or unauthorized signature on the item; or (2) if any items are forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

d. *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 charge 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.

**21. Inactive and Abandoned Accounts.** If you have an account and have not made a withdrawal from, deposit to, or transfer involving your account for more than one (1) year and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law as set forth in the Rate and Fee Schedule. Thereafter, dividends will be paid on the account unless the balance falls below any minimum balance requirement. Accounts will continue to incur any applicable monthly maintenance fee until closed by the member. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds, and if you choose to reclaim such funds, you must apply to the appropriate state agency.

**22. Account Restrictions.** The Credit Union may restrict services on your account at any time without notice to you if such restrictions are in the best interest of the Credit Union or to protect you from loss.

**23. 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; (6) if there has been misrepresentation or other abuse of your account(s); (7) if we have reason to believe that there has been an unauthorized use of any Card or PIN issued to you; or (8) we reasonably deem it necessary in order to prevent a loss to the Credit Union. You may terminate your account at any time by notifying the Credit Union by oral direction or 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.

**24. Termination of Membership.** You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. The Credit Union may terminate your membership and expel you for cause as governed by the Credit Union's Bylaws. The Credit Union will notify persons of their expulsion and the reasons on which it is based.

**25. Special Account Instructions.** The Credit Union does not give legal advice and we cannot counsel you as to what account arrangement most appropriately meets the requirements of your business or organization. You and any authorized party agree to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this Agreement, the Account Card and any account designations you make.

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 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 Business 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. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

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

**27. 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.

**28. 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, including any transaction made by any authorized party to the account. You authorize the Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. If you are in breach of this Agreement, or any other loan or service agreement with the Credit Union, or we suspect fraudulent activity on your account, the Credit Union may, without prior notice, restrict access to your accounts or suspend your electronic services or access devices, including



ATM or debit cards, and online banking or mobile deposit services. In the event either party brings legal action (including an arbitration proceeding) 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.

**29. 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 Washington, and local clearing house rules, as amended from time-to-time. Any disputes or claims arising out of or relating to this Agreement shall be subject to the arbitration and dispute resolution provisions in Section 30 below. Venue for any court action regarding such claims or disputes shall be in state or federal courts encompassing Thurston County, Washington. You agree that those courts have personal jurisdiction over you in connection with such disputes.

**30. Class Action Waiver, Waiver Of Jury Trial Right, Informal Dispute Resolution, And Binding Arbitration Of Disputes.**

**a. Class Action Waivers.** You agree that you are knowingly, voluntarily, intelligently, and intentionally waiving your right to act as a class representative, class member, or other party in any arbitration or court proceeding filed against the Credit Union that is styled, commenced, or maintained as a class action, representative action, private attorney general action, or any other type of representative proceeding. Your agreement to waive these class action rights is a material term of and inducement for the Credit Union to enter into this Agreement and to open or continue to maintain your accounts.

**i. Arbitration. Any Arbitration Under This Agreement Shall Be Solely Between You And The Credit Union.** Class arbitration, collective proceedings, private attorney general, or other representative proceedings shall not be permitted in any arbitration proceeding under this Agreement. You agree that no arbitration provider service or arbitrator has authority to join, consolidate, or administer your arbitration jointly with any other arbitration brought by another person, whether individually or purportedly on behalf of themselves and others, unless the Credit Union, in its sole discretion, requests such joinder, consolidation or joint administration.

**ii. Court Actions.** You agree that you shall not commence, file, participate in, or seek any relief or recovery in any court action against the credit union that is a class action, collective action, or private attorney general lawsuit or other type of representative proceeding.

**b. Jury Trial Waiver.** You and the credit union hereby mutually, knowingly, voluntarily, and intentionally waive the right to trial by jury in any court action regarding any and all disputes, controversies and claims by, between or against either you or the credit union.

**c. Informal Dispute Resolution Process Required.** You agree that you will not initiate or attempt to initiate an arbitration or any lawsuit against the Credit Union regarding disputes arising under or relating to your Accounts until you have completed **both** of the following steps: (1) you provide to the Credit Union a written explanation of the facts supporting your individual claim and of the specific relief that you are requesting, with supporting documentation for your claim and any damages you seek to recover; **and** (2) you personally participate in and complete a settlement conference with a representative of the Credit Union in a good faith effort to resolve your claim.

Your written explanation and documentation of your claim shall be sent to the Credit Union via postal mail to **WSECU ATTN: Compliance Committee, P.O. Box WSECU, Olympia, WA 98507**. The settlement conference shall occur in person or by telephonic or video conference, at your option, at a mutually convenient time during the Credit Union's regular business hours not sooner than 10 business days after and not later than 20 business days after the Credit Union actually receives

your written explanation of your claim. If the Credit Union, in its sole discretion, decides it is necessary to take additional time to investigate the facts regarding your claim, it may adjourn the settlement conference for a reasonable period, with the conference to resume not later than 15 business days after it was adjourned.

You agree that until and unless you have completed the above required informal dispute resolution process, no arbitration service provider and no arbitrator shall have jurisdiction or authority to do any of the following: (1) accept from you any statement of claim, filing fee or other document intended to initiate or commence an arbitration, (2) require you or the Credit Union to pay any filing fees, administration charges, deposits, or other amounts charged for commencing, conducting, or administering an arbitration on your claim, (3) commence, conduct, administer, enter any scheduling orders, grant any relief or enter any interim or final award in arbitration on your claim.

**d. Binding Arbitration.** Unless resolved informally as required in Section 30(c) above, all disputes or claims arising out of or relating to your accounts covered under this Agreement including, without limitation, disputes regarding your use of the Credit Union's products and services offered in the accounts covered under this Agreement or the relationships that arise from this Agreement, whether based in contract, tort, statutory or regulatory provisions, state law, federal law, foreign law, common law, equity, or otherwise **shall be resolved by binding individual arbitration as provided below.**

***Note re: credit union related parties. If you assert claims against the Credit Union's officers, directors, employees, or representatives, they are entitled to require binding individual arbitration of such claims under this provision.***

**e. Limited Exceptions To Arbitration.** You and the Credit Union will not be required to arbitrate 1) actions seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, 2) mortgage foreclosures, whether judicial or non-judicial, 3) eviction proceedings, 4) actions for recovery of tangible property, e.g., actions for replevin, 5) wage and other garnishments, 6) actions or proceedings to discover assets, 7) criminal allegations, complaints and proceedings, 8) a claim or controversy arising from the agreements you signed in entering into a consumer credit transaction secured by a dwelling, including a home equity line of credit secured by your principal dwelling, where the application for such transaction was received by the Credit Union on or after June 1, 2013; and 9) disputes involving the extension of consumer credit to covered members of the armed forces as provided in 10 U.S.C. § 987(e)(4) or subsequently amended versions of that statute.

**f. Arbitration Procedures.** The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) as in effect at the time the claim is made (the "AAA Commercial Rules"), except as modified by this Agreement. This arbitration provision shall be interpreted and enforced in accordance with the Federal Arbitration Act in Title 9 of the US Code.

i. The arbitration filing fees, administrative fees and compensation of the arbitrator shall be paid as provided under the AAA Commercial Rules. The parties shall each be responsible for their respective costs and attorneys' fees incurred by them while preparing and presenting their cases or otherwise in connection with the arbitration proceedings. The arbitrator shall award the prevailing party his, her or its reasonable attorney fees and costs to be paid by the non-prevailing party and may require the non-prevailing party to pay some or all of the prevailing party's arbitration filing fees, administrative fees, and arbitrator compensation.

ii. Arbitration hearings will be held in Seattle, Washington, or at another location if mutually agreed.

iii. For disputes in which the asserted claims and counterclaims collectively have less than \$500,000.00 US Dollars at issue, exclusive of attorney fees and costs, the arbitration will be conducted before a single neutral arbitrator appointed under the AAA Commercial Rules

and who is an attorney or a retired judge. For disputes involving asserted claims and counterclaims that collectively have more than \$500,000.00 US Dollars at issue (exclusive of attorney fees and costs), the arbitration will be conducted before three neutral arbitrators appointed by the AAA, each of whom shall be an attorney or retired judge. The arbitrator/arbitrators shall have experience and knowledge in financial transactions. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the number of required arbitrators or the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator(s).

iv. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any arbitration under this Agreement, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes. The arbitrator(s) shall apply the terms of this Agreement and the substantive law governing it to decide the dispute.

v. The arbitrator's/arbitrators' authority to award relief is the same as that available in an individual action (not a class action) in a court of law applying the substantive law of the state of Washington without regard to conflicts of laws principles. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction.

vi. If binding arbitration is determined to be prohibited by law, the exclusive forum for any court action arising out of or relating to your accounts covered under this Agreement including, without limitation, disputes regarding your use of the Credit Union's products and services offered in the accounts covered under this Agreement or the relationships that arise from this Agreement, shall be a state or federal court in Thurston County, Washington.

vii. This Agreement does not preclude you from informing any federal, state or local agency or entity of your dispute with the Credit Union. Such agency or entity may be able to seek relief on your behalf.

**g. Excluding Your Accounts From Arbitration.** You may exclude (or "opt out") your accounts from the binding arbitration requirements of this agreement. To do so, you must strictly comply with the process below.

i. **Deadline.** To opt out, you must send a written notice to the Credit Union by not later than thirty (30) days AFTER the following applicable date (the "Opt Out Deadline"): (1) for existing accounts, the date on which the Credit Union sends you notice of the amendments that include the arbitration provisions; (2) for new accounts, the date on which the new account is opened.

ii. **Method of Delivery.** Opt out notices regarding the arbitration requirements must be in writing and may not be delivered telephonically or via email, text message or through online banking. The opt-out notice must be signed by all signatories on the accounts. If sent via postal mail, the opt out notice must be postmarked on or before the Opt Out Deadline. If sent by any other delivery method, the opt out notice must be received by the Credit Union on or before the Opt Out Deadline. Opt out notices must be sent to the Credit Union at WSECU ATTN: Deposit Operations P.O. Box WSECU, Olympia, WA 98507.

iii. **No Other Provisions Affected.** Opting out of the arbitration requirements will not terminate this Agreement, including, without limitation, the Class Action Waiver and the Jury Trial Waiver provided for above, nor will opting out of the arbitration requirements affect any other rights and obligations you or the Credit Union have under the terms of this Agreement.

## **II. FUNDS AVAILABILITY POLICY**

**1. General Policy.** For savings accounts, we reserve the right to place reasonable holds on deposits to the extent permitted by law.

For checking accounts, our policy is to make your deposits available on the first business day that we receive your deposit funds, subject to the following terms and conditions. Electronic direct deposit funds will be available on the day when we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written, electronic withdrawals, ATM and POS withdrawals. For determining when your deposits are available, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 p.m. at a branch office or noon at Credit Union ATMs 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 5:30 p.m. at a branch office or noon at Credit Union ATMs, or on a day we are not open, we will consider 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 your deposits by check available on the first business day that we receive your deposit. Depending on the type of check that you deposit, it may not be available until the second business day after the date of your deposit. However, the first \$225.00 of funds from your total day's 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 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 above for the type of check that you deposited.

**4. When 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:

- We believe a check you deposit will not be paid.
- Your check deposit totals more than \$5,525.00 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as war, failure of communications or computer equipment or an emergency beyond the control of the credit union.
- During the first thirty (30) days of membership or a new checking account. (A new checking account is defined as a checking account opened by a member(s) without an existing checking account.)

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available.

**5. Special Rules for New Accounts.** If you are a new member or if you open a new checking account, as defined above, the following special rules may apply during the first thirty (30) days your account is open. Funds from electronic direct deposits, deposits of cash, wire transfers, cashier's, certified, teller's, travelers, and federal, state and local government checks to your account will be available on the day we receive the deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

**6. Deposits at Automated Teller Machines (ATMs).** Funds from any deposits made at an automated teller machine (ATM) we do not own or operate may be subject to hold until five (5) business days after the day of your deposit. Credit Union ATMs are identified as our machines and are located at various locations.

**7. Substitute Checks and Your Rights.** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original checks. The front of the substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some of the checks that you receive back from us, such as returned deposit items, may be substitute checks. When you receive a substitute check from us, it will be accompanied by a notice describing your rights.

### III. ELECTRONIC FUNDS TRANSFERS

Electronic Fund Transfers (EFTs) are payments to or withdrawals from your account which are initiated electronically. These types of transactions are sometimes called "paperless" transactions because they do not use checks or other paper instruments.

By signing the Business Account Card or using your business debit card, Telephone Banking, Online Banking or by initiating electronic deposits or withdrawals to your account, you agree to the following terms governing your rights and responsibilities, and ours, 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), online transactions (Online and Mobile Banking) and audio response (Telephone Banking) transactions involving your deposit accounts at the Credit Union.

#### 1. Services

**a. ATMs.** You may use your card and Personal Identification Number (PIN) in ATMs of the Credit Union, point of sale terminals, 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 savings or checking accounts.
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Pay for purchases from merchants who have agreed to receive the card at POS (Point of Sale) terminals.

**b. Business Debit Card.** You may use your business debit card to purchase goods and services anywhere Visa® is accepted. Funds to cover your business debit card purchases will be deducted from your checking account. If the available 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 services plan on your account or may terminate all services under this Agreement.

**c. Direct Deposit.** Upon instruction, the Credit Union will accept direct deposits to your account.

**d. Electronic Check Transactions.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (i) pay for purchases; or (ii) pay bills. With that action, you then authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize (electronic check transactions). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written

sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**e. Telephone Banking.** If we approve the Telephone Banking telephone access service for your accounts, a separate four to six (4-6) digit personal identification number (PIN) will be assigned to you. You must use your PIN along with your account number to access your accounts via telephone.

At the present time you may use the Telephone Banking service to:

- Obtain balance, deposit, withdrawal, dividend, loan payoff and due date information on your accounts at the Credit Union.
- Transfer funds among your savings and checking accounts.
- Withdraw funds from your savings and loan accounts by check, made payable to you and mailed to you at your mailing address.
- Make business loan payments or business credit card payments from your business savings or checking account to a WSEC business loan or credit card loan account of yours.
- Such other transactions as offered and permitted in the future.

**f. Online Banking.** By registering for Online Banking and optional services available through Online Banking, you agree to the terms of the Business Online Banking Agreement and optional service addenda, provided to you through the enrollment process. Upon approval, you may use your computer or mobile access device to access your accounts. You must use your username and password to access your accounts. The online banking service is accessible seven (7) days a week, twenty-four (24) hours a day. You will need access to a computer, connection to the Internet and a web browser. The web address for Online Banking is wsecu.org. You are responsible for the installation, maintenance and operation of your computer or mobile access device. The Credit Union will not be responsible for any errors or failures involving any Internet connection or your computer. At the present time, you may use the online banking service to:

- Transfer funds between your savings, checking, loan and loan card accounts.
- Transfer funds between your account and another members account with WSECU.
- Transfer funds between your WSECU savings and checking accounts and your accounts with another financial institution.
- Review account balance, transaction history and tax information for your business savings, business checking, and business loan accounts.
- Review information on your business loan accounts including payoff amounts, due dates, finance charges, interest rate, and balance information.
- Make bill payments from your business checking account through Bill Pay.
- Utilize available card control features as offered on your debit or credit card associated with your account.
- Request that a withdrawal from any business savings, business checking, or business loan account, where applicable, be mailed to you in check form.
- Receive account alerts for specific types of transactions or notices as you designate.
- Communicate with the Credit Union using the "Messages" (e-mail) feature.

**g. Business Online Banking Services are governed by the Business Online Banking Agreement.** Optional service offerings through Online Banking include Mobile Deposit, Bill Pay, Account Alerts,

External Transfer Services and Personal Financial Management services. These optional services are governed by the Business Online Banking Agreement, the Mobile Deposit Service Addendum, the Bill Pay Addendum, the Account Alerts Addendum, the External Account Transfers Addendum and the Personal Financial Management Addendum.

## 2. Service Limitations.

### a. ATMs

(1) Withdrawals. For Credit Union ATMs, (i) there is no limit on the number of withdrawals you may make; however, you may be charged a fee as set forth in the Business Account Rate and Fee Schedule; and (ii) you may withdraw up to \$505.00 per day if there are sufficient available funds in your account. If you overdraw your account or request an amount greater than your available balance, the Credit Union will treat this as an overdraft request, pursuant to the overdraft services plan on your account. You may be charged a fee as set for in the Business Rate and Fee Schedule. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and cannot provide an account balance and/or a lower limit may be in effect.

(2) Deposits. You may make deposits at designated ATMs. Because of the servicing schedule and processing time required in ATM operations, there may be 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. The first \$500.00 of an ATM deposit is available immediately; the remainder of the deposit is available one business day after the deposit. On an exception basis, longer holds may apply. If you are a new member, special rules may apply to your account during the first 30 days, including but not limited to restrictions on ATM deposits.

(3) Line of Credit Advances. The amount of line of credit advances you may make is limited to your daily ATM withdrawal limit, POS limit and available credit. Line of credit advances are governed by your previously executed Small Business Credit Card Loan Agreement and Disclosures.

b. *Point of Sale.* Purchases at POS terminals can be made as often as you like from a checking account. You may purchase up to a maximum of \$5,000.00 of goods and services each day. This maximum amount is exclusive of the maximum withdrawals you may make at ATMs. Because of the servicing schedule there may be a limited occasion when the Credit Union computers are down and may limit you \$505.00 per day.

c. *Purchase Limitations.* There is no limit on the number of 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 available funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. Because of the servicing schedule there may be a limited occasion when the Credit Union computers are down and may limit you \$1,000.00 per day. The Credit Union will place a hold on the funds in your account for your purchase authorizations. Holds will be for two (2) days from the date of purchase to allow for settlement or will be released when the transaction posts to your account, whichever comes first. These holds will reduce the amount of available balance in your account, which could result in the payment of subsequent items pursuant to the overdraft services plan you have.

d. *Holds on Debit Card Transactions.* Each time you enter into a debit card transaction, the Credit Union will place a hold on the funds in your account in the amount of your debit card purchase authorization. Holds will be for two (2) days from the date of purchase to allow for the

settlement of the transaction or will be released when the transaction posts to your account, whichever comes first. Holds will reduce the amount of available funds in your checking account or amounts available under any overdraft protection plan or the Discretionary Courtesy Pay limit assigned to your checking account. This may trigger NSF, overdraft protection or Courtesy Pay fees even if there were sufficient available funds to cover the transaction at the time of purchase authorization (e.g., at the time you swiped your card or entered into the transaction). Any NSF, overdraft or Courtesy Pay fees associated with the payment of transactions will be assessed against your checking account when transactions are posted (processed, cleared) against your checking account and the funds are debited and withdrawn from your checking account. Please refer to our Discretionary Courtesy Pay Service disclosure for more information on the order in which transactions are posted against your checking account.

e. *Telephone Banking.* Your accounts can be accessed under Telephone Banking via telephone. Telephone Banking service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. If you call during this time you will hear, "Unavailable at this time." No transfer, withdrawal or loan payment may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance or otherwise require us to increase our required reserve on the account. Transactions made after the close of normal business hours each day will be posted to your account on the next business day after the date of the transaction. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The system will time-out after thirty (30) seconds if no transaction is entered and after eight (8) minutes in all cases. If you wish to make any further transactions, you will have to call back. The system will also time out after three unsuccessful attempts to enter a transaction.

f. *Online Banking Limitations.* Your accounts can be accessed under Online Banking via a personal computer. Online Banking will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. The account balance, including the available balance and transaction history information, may be limited to recent account information involving your accounts. The Credit Union may not immediately receive electronic communications that you send and the Credit Union will not take action based on electronic requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may contact the Credit Union by telephone. Transactions involving your deposit accounts are subject to the terms of your Business Membership and Account Agreement, and transactions involving a line of credit account will be subject to your loan agreement and disclosures, as applicable.

g. *Bill Pay Limitations.* You may authorize new payment instructions or edit previously authorized payment instructions for payments that are either variable (e.g., payments on merchant accounts that vary in amount) or fixed (e.g., fixed mortgage payments). If you have enrolled a sub-user (authorized user) to your online banking and have authorized them to have GLOBAL ACCESS to Bill Pay, you are authorizing them access to initiate payments from all payment shares or accounts enrolled or linked to your Bill Pay service. When you transmit a payment instruction to us, you authorize us to transfer funds from the designated WSECU payment account, to fulfill the bill payment transaction. The Credit Union will not process any payment transaction 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 available funds in your account to cover the payment transaction on the send date, we may refuse to make the payment and/or transfer funds from any overdraft protection account you have established, or overdraw your account and charge a fee pursuant to the overdraft services plan on your account as set forth in the Member Business Services Savings Rate and Fee Schedule. The Credit Union reserves the right to refuse to process payment transactions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will attempt to withdraw the designated funds from your account for the payment on the same date you schedule the payment to be sent (the "SEND" date) and process your payment transaction within one (1) business day. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should schedule your payment transaction to be sent on a date that is at least five (5) business days before the bill is due. When presented with the option to select the "Estimated Delivery" date, you should choose a date for the "Estimated Delivery" date that ensures your payment will arrive by the date the bill is due. You are responsible for any late fees or finance charges that may be imposed as a result of your failure to schedule a timely bill payment transaction.

*h. Foreign Transactions.* Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. currency. Transactions processed outside of the United States will be charged a foreign transaction fee in an amount to be determined by the Credit Union, regardless of whether there is a currency conversion associated with the transaction. The conversion exchange rate between the transaction currency and the billing currency used for processing international transactions to U. S. currency will be from a range of rates which may vary selected by Visa® USA from the wholesale currency market rate or the government mandated rate in effect for the applicable Central Processing Date (CPD), in each instance, plus or minus any adjustment determined by the Credit Union as a Visa issuer. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands; this may include Internet transactions.

*i. Illegal Use and Internet Gambling.* You agree that all transactions that you initiate by use of your Business Visa debit 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 Business Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. WSECU has restricted all online gambling transactions with the Business Visa debit card.

**3. Conditions of EFT Use.** The use of your account and EFT services are subject to the following conditions:

*a. Ownership of Cards.* Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.

*b. Honoring the Card.* Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. You may not use your card or account for any transaction that is unlawful or illegal. We may decline to authorize any transaction that we believe may be unlawful or illegal.

*c. Non-Visa Debit Transaction.* WSECU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your WSECU business debit card. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

- To initiate a Visa debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail, telephone order environments) or swipes the card through a point-of sale terminal.
- To initiate a non-Visa debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an e-commerce or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction.

A non-Visa debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa debit transaction may not be an eligible Rewards transaction.

*d. Security of Personal Identification Number (PIN).* The ATM PIN and Telephone Banking PIN issued to you are for your security. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these PINs and the Credit Union suffers a loss, we may terminate your ATM and account services immediately. The ATM/debit PIN are unique to each individual card. The PIN may change with each ATM/debit card reissue.

*e. Suspension of EFT Access or Service.* If you are in breach of this Agreement, or any other loan or service agreement with the Credit Union, or we suspect fraudulent activity on your account, the Credit Union may, without prior notice, restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online banking or mobile deposit services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

**4. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe your card and/or PIN has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check, by immediately calling 800.562.0999 during business hours and 866.861.5416 after hours, or write to the following address:

WSECU  
PO BOX WSECU  
OLYMPIA, WA 98507

**5. Business Days.** Our business days are Monday through Friday; holidays are not included.

**6. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth in the Business Account Rate and Fee Schedule. From time to time the charges may be changed. We will notify you of any changes as required by law. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

**7. Right to Receive Documentation Transfers**

*a. Periodic Statements.* Transfers and withdrawals transacted through an ATM, POS terminal, your Business Visa debit card, or the Telephone Banking or online banking system will be recorded on your periodic

statement. We will send a periodic statement for each monthly cycle in which an electronic fund transfer has occurred; and shall send a periodic statement at least quarterly if no transfer has occurred.

*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 800.562.0999. This does not apply to transactions occurring outside the United States.

*c. Terminal Receipt.* You will get a receipt at the time you make any transaction greater than \$15.00 involving your account using an ATM, POS terminal, or your business debit card.

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

- As necessary to complete transfers.
- To verify the existence of sufficient, available 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 sufficient available funds 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 you used the wrong ATM PIN, Telephone Banking PIN or you used an ATM PIN or Telephone Banking PIN or card in an incorrect manner.
- If the card has expired or is damaged and cannot be used.
- If the ATM where you are making the transaction does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If there are other exceptions as established by the Credit Union.
- The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.
- If the error was caused by a system beyond the Credit Union's control such as your internet service provider.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
- If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.

**10. 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.

**MEMBER BUSINESS SERVICES  
SAVINGS RATE AND FEE  
SCHEDULE**



**Effective Date: May 1, 2024**

This Rate and Fee Schedule sets forth current conditions, rates, fees and charges applicable to your deposit accounts at Washington State Employees Credit Union at this time. The Credit Union may offer other rates or amend the rates contained in this schedule from time to time. For current rates please call 800.562.0999. Each account holder agrees to the terms set forth on this Rate and Fee Schedule and acknowledges that it is a part of the Business Account Agreement. *The National Credit Union Administration insures your savings, checking, and certificate accounts with WSECU up to \$250,000 on individual accounts and up to \$250,000 for Individual Retirement Accounts through the NCUA Share Insurance Fund. For additional information please visit <http://www.ncua.gov/>*

<b>Dividend</b>	<b>APY<sup>11</sup></b>	<b>Rate</b>	<b>Balance Requirement</b>	<b>Account Limitations</b>
<b>Business Savings</b>	0.20%	0.19%	\$5.00	
<b>Business Interest Checking</b>	0.05%	0.04%	\$2,000	\$2000 Minimum Average Daily Balance
<b>Business Checking</b>	N/A	N/A	--	
<b>Business Performance Money Market<sup>7</sup></b>			<b>Avg Daily Balance</b>	
	0.75%	0.74%	\$0 - \$9,999.99	
	0.80%	0.79%	\$10,000 - \$24,999.99	
	0.90%	0.89%	\$25,000 - \$49,999.99	
	0.95%	0.94%	\$50,000 - \$99,999.99	
	1.20%	1.19%	\$100,000 +	
<b>Business Jumbo Money Market<sup>7</sup></b>			<b>Avg Daily Balance</b>	
	0.20%	0.19%	\$0 - \$99,999.99	
	1.25%	1.24%	\$100,000 +	
<b>BUSINESS ACCOUNT TRANSACTION FEES-</b>				
<b>Courtesy Pay</b> \$27.00 per item <sup>8</sup>		<b>Interest Checking</b> \$6.00 per month*		<b>Overdraft Transfer</b> \$2.00 per transfer from savings
*Fee will be waived if the account has an aggregate average balance of \$10,000 or more during the month.				
<b>OTHER SERVICE FEES</b>				
<b>Cashier's Check Stop Payment</b> \$10.00		<b>Debit Card Receipt</b> \$6.00 per item		<b>Bearer Bonds/Coupons</b> At Cost
<b>Legal Processing Fee</b> \$50.00		<b>Non Member Cashier's Check</b> \$6.00 per check		<b>Inactive Account</b> \$5.00 per month <sup>10</sup>
<b>ATM Adjustment</b> \$25.00 per Item		<b>Research Fee</b> \$25.00 per hour <sup>9</sup>		<b>Rolled or Machine Coin Fee</b> Trans>\$100: 5% of trans amt
<b>Shared Branch Deposit Copy</b> \$6.00 per item		<b>Wire Transfers</b> \$15.00 Incoming per Item		<b>Wire Transfers</b> \$25.00 Outgoing per Item

**TRUTH-IN-SAVINGS ACCOUNT DISCLOSURES**

- 1. Rate Information:** The Dividend Rate and Annual Percentage Yield (APY) on your accounts are set forth above. The Dividend Rate and APY may change monthly as determined by the Management Pricing Committee.
- 2. Nature of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The Dividend Rate and Annual Percentage Yield set forth above are accurate as of the Effective Date which the Credit Union anticipates paying for the applicable dividend period.
- 3. Compounding and Crediting:** Dividends will be compounded and credited monthly. The Dividend Period for all accounts is monthly beginning on the first calendar day of the month and ending on the last calendar day of the month.
- 4. Accrual of Dividends:** Dividends will begin to accrue on all deposits on the day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.
- 5. Balance Information:** The average minimum balance required to earn dividends and obtain the APY on all accounts and to avoid interest checking monthly fees is set forth above. Dividends are calculated by the Average Daily Balance method which applies a daily periodic rate to the Average Daily Balance in the account for the period. The Average Daily Balance is determined by adding the principle in the account for each day of the period and dividing that sum by the number of days in the period. If the average daily balance falls below the established minimum, dividends will not be paid at month end and fees may apply on Interest Checking.
- 6. Account Limitations:** The account limitations for each account are set forth above. For non-dividend bearing savings accounts pending our receiving valid tax identification number, no other services may be added.
- 7. Money Market:** Dividends will pay based on the tier your Average Daily Balance falls within on the last day of the month. A maximum of six electronic transfers (e.g., checks, Online Banking, by phone, pre-authorized or automatic transfers and payments) per month are allowed.
- 8. Courtesy Pay:** There is a daily fee cap of no more than five (5) Courtesy Pay fees a day. If the account is less than \$10.00 negative after the Courtesy Pay transaction posts, no fee will be charged. WSECU Balanced Checking is not eligible for Courtesy Pay.
- 9. Check Copy Fees:** Must provide the check number and clear date or the research fee applies.
- 10. Inactive Account Fees:** Applies to accounts that have been inactive for 15 months or more. Certain exceptions may apply.
- 11. Annual Percentage Yield (APY):** Fees may reduce earnings. APY is based on a \$1,000 assumed deposit.

**WHAT DOES WASHINGTON STATE EMPLOYEES CREDIT UNION (WSECUCU) AND WSECUCU SERVICE COMPANY, LLC, DO WITH YOUR PERSONAL INFORMATION?**

**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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number
- Account balances
- Transaction history
- Credit history
- Income
- Credit scores

**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 WSECUCU chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does WSECUCU share?	Can you limit this sharing?
<b>For our everyday business purposes —</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes —</b> to offer our products and services to you	Yes	Yes
<b>For joint marketing with other financial companies</b>	Yes	Yes
<b>For our affiliates’ everyday business purposes —</b> information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes —</b> information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don’t share

**To limit our sharing**

- Call 800.562.0999
  - Visit us online at [wsecu.org](http://wsecu.org) and click on Terms & Conditions
- Please note:**
- If you are a new member, we can begin sharing your information with our affiliates so they can market to you 30 days from the date we **send** this notice.
  - When you are no longer a member, we will continue to share your information as described in this notice.
  - You can contact us at any time to limit our sharing.

**Questions?**

Call toll-free 800.562.0999 or go to [wsecu.org](http://wsecu.org).



Who We Are	
<b>Who is providing this notice?</b>	Washington State Employees Credit Union (WSECU) and WSECU Service Company, LLC.
What We Do	
<b>How does WSECU protect my personal information?</b>	<p>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.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does WSECU collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Pay your bills</li> <li>• Apply for a loan</li> <li>• Use your credit or debit card</li> <li>• Make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from credit bureaus and other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes — information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <p>Our affiliates include:</p> <ul style="list-style-type: none"> <li>• WSECU Service Company, LLC</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• WSECU does not share with non-affiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include providers of investment and financial services and insurance companies.</li> </ul>

## DISCRETIONARY COURTESY PAY POLICY

WSECU provides a discretionary Courtesy Pay service to members maintaining checking accounts, in accordance with the following policy. These services are in addition to our standard overdraft protection options such as your savings account, credit card or other line of credit account.

### ELIGIBILITY

In our effort to provide excellent service, we will, as a discretionary service and not as a right or obligation guaranteed to you, approve your reasonable overdrafts when your account is in good standing based on your account activity.

Good standing will include, but are not limited to the following:

- How long your account has been open with us.
- Amount of deposits to your account received over the last 60 days.
- You are not in default on any loan or other obligation to us.

WSECU may impose additional eligibility requirements at any time, and may terminate the service at its sole discretion even if you continue to satisfy the eligibility requirements. **WSECU RESERVES THE RIGHT TO REVOKE THE DISCRETIONARY COURTESY PAY FOR YOUR ACCOUNT AT ANY TIME.** The credit union will notify you at the time of termination if it revokes the service on your account.

### HOW THE SERVICE WORKS

Each time you access your Courtesy Pay limit, you will receive a notice indicating the access. It covers outstanding checks, in-person withdrawals, return deposit items and electronic transactions up to your established limit, although special arrangements or circumstances may change this limit. You may elect to also cover ATM and everyday debit card transactions. To do so, you must affirmatively opt in to the payment of these services. Your account will be assessed the credit unions non-sufficient funds fee. Please refer to the Savings Rate and Fee schedule for fee details. Fees charged for covering overdrafts, as well as the amount of the overdraft item, will be subtracted from your available Courtesy Pay limit. When we notify you that you have accessed your Courtesy Pay limit, it is done with the expectation that you will make a deposit immediately to clear the overdraft. WSECU will begin collection efforts if the account balance is not brought positive within 35 days of the overdraft. Any discretionary payment of any NSF item(s) does not obligate us to pay any additional NSF item(s) or to provide prior written notice of our decision to refuse to pay any additional NSF item(s).

Checks are cleared against your account from smallest dollar amount to largest dollar amount each business day. Electronic transactions clearing through the Automated Clearinghouse are processed on the effective date of the file received from the Federal Reserve. Each file is processed posting credit (deposit) transactions first and then debit (withdrawal) transactions. WSECU may receive and process multiple files on each business day. ATM and one-time or re-occurring debit transactions are posted in the order in which we receive them. The order in which transactions are received and processed can affect the total amount of overdraft fees that you incur. There is no limit on the total fees WSECU can charge for overdrawing your account up to your established Courtesy Pay limit. All other fees and charges (as set forth in the Rate and Fee Schedule) will apply to your account. Each member and joint owner will be liable for payment of any overdraft, irrespective of who created the overdraft.

WSECU's Membership and Account Agreements, as amended from time to time, governs your accounts and member relationship with the credit union. To the extent there is inconsistency between this policy and the terms of the Membership and Account Agreement, the Membership and Account Agreement will control. A copy of the current Membership and Account Agreement for consumer and/or business accounts is available to you upon request. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report.

At this time, account types not eligible for the discretionary Courtesy Pay service include Representative Payee, Organizational, Trust, Estate and Minor accounts.

You may choose to make changes to the payment of overdrafts under the Courtesy Pay service at any time. Please note there are other ways to manage your account with respect to insufficient funds. If you have questions regarding the discretionary Courtesy Pay service and your options for payment of overdrafts using this service or other overdraft options or wish to exercise your opt in or opt out rights, call our Contact Center at 800.562.0999, weekdays from 7:00 am-7:00 pm and Saturdays from 9:00 am-2:00 pm.

## WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when the available balance (account balance less pending transactions or holds) in your account is not sufficient to cover a transaction. At WSECU's discretion, the overdraft may be paid. There are several different ways that overdrafts are paid:

1. WSECU has a standard discretionary Courtesy Pay service that is included as a benefit on your checking account if you meet specific criteria as outlined on the back of this form.
2. Overdraft protection from your savings account is automatically established when you open a checking account.
3. WSECU offers additional overdraft protection options such as a transfer from one of your WSECU accounts, a personal line of credit or your WSECU Visa® credit card. These may be less expensive than Courtesy Pay. To learn more, ask about these options.

### WHAT IS DISCRETIONARY COURTESY PAY?

With Courtesy Pay, WSECU currently authorizes and pays overdrafts for the following types of transactions:

- Checks and other transactions made against your checking account
- Recurring automatic bill payments authorized against your debit card

WSECU will not authorize and pay overdrafts for the following types of transactions unless you notify us that you wish to opt in to the payment of these items:

- ATM transactions
- Everyday debit card transactions

WSECU pays overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

### WHAT FEES WILL I BE CHARGED IF WSECU PAYS MY OVERDRAFT WITH COURTESY PAY?

- We will charge you a fee of \$27 each time we pay an overdraft.
- There is a daily cap of five (5) fees we will charge you for over drafting your account. In addition, if your negative balance is less than \$10.00 no fee will be charged.

### WHAT DO I NEED TO DO TO HAVE WSECU AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you must opt in. You can opt in by:

- Signing into Online Banking at [wsecu.org](http://wsecu.org)
- Calling 800.562.0999
- Visiting a branch