



# Business Member Handbook

Account Disclosure and Agreement

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## TECHNOLOGY CREDIT UNION

### BUSINESS ACCOUNT AGREEMENTS AND DISCLOSURES

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**Foreword**

The purpose of this booklet is to disclose information, terms, conditions, and the various laws and regulations relating to your accounts to help you better understand your rights and obligations as a business member of Technology Credit Union and its divisions.

This Business Account Agreements and Disclosures booklet is effective 12/23/23 and supersedes any conflicting terms and conditions contained in the any prior versions or amendments. Throughout this booklet, the booklet is referred to as the "Account Agreement."

Throughout this Account Agreement, the words "you," "your," and "yours" mean the business designated on the Business Account Application and Agreement ("Business Account Application") as well as the owner(s) of such business and all authorized signers on a Technology Credit Union business deposit account. The words "we," "us," "Tech CU," or "Credit Union" mean Technology Credit Union, and its divisions, branches and dba's. The words "authorized signer" mean a person who has your actual or apparent authority to transact business on your account(s), whether or not such person has signed the Business Account Application or other documentation for your account(s). The term "item" refers to any check, ACH, funds transfer, teller cash withdrawal, ATM withdrawal, debit card purchase, electronic fund transfer, fee, charge or other amount that is added to or subtracted from your balance. The term "Business Checking Account" refers to our Business Share Draft Account, "Business Savings Account" refers to our Business Share Account, "Business Money Market Plus Account" refers to our Business Money Market Account, "Business Certificate" refers to our Business Term Share Certificate Account.

By signing the Business Account Application and opening an account with the required minimum deposit, you and the Credit Union agree to the terms of this Account Agreement and the Business Schedule of Fees and Charges ("Fee Schedule") or Business Analysis Schedule of Fees and Charges ("Analysis Fee Schedule").

**PART I – SHARE ACCOUNT AGREEMENT AND TRUTH IN SAVINGS DISCLOSURE**

**SECTION 1. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS**

**Opening and maintaining accounts**

1. You must be and remain a member in good standing to maintain any account. Members are required to conduct themselves civilly, in a businesslike manner, and to refrain from verbally abusing, threatening or engaging in violent or disruptive behavior, or harassing our staff, volunteers, or other members. Members are also not permitted to be intoxicated or carry weapons on Credit Union premises. Members are also required to meet their obligations to us, including loan obligations, and must not cause us a loss. Failing to adhere to these standards will result in members being considered not in good standing, and we reserve the right to limit or deny services to you, or expel you from membership if you are no longer in good standing.
2. Business accounts are intended for business/commercial purposes and cannot be used for personal, family or household uses. If any of your accounts are being used for personal, family or household purposes, we reserve the right to close the account and/or convert the account to a personal account.
3. To be eligible for membership in the Credit Union, the business account holder must be a qualified for-profit or non-profit entity such as a sole proprietorship, general partnership, limited liability company ("LLC"), limited liability partnership ("LLP"), corporation, limited partnership, , or unincorporated association such as a PTA or sports league within geographic areas in the Credit Union's field of membership or

whose natural person owners are all in our field of membership. You can get further details about our field of membership by calling Tech CU at (408) 451-9111 or (800) 553-0880 or visiting [www.techcu.com](http://www.techcu.com). The business must also pay any required membership fee and deposit any required minimum balance in a Business Savings Account as required under our bylaws and Board of Directors' policies adopted under the bylaws.

4. Federal law (USA Patriot Act) requires all financial institutions to obtain, verify, and record information that identifies the identity of each person seeking to open an account (including beneficial owners and authorized signers). To comply with such federal regulations, we require you to provide us with information for the following individuals: (a) each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of the legal entity business maintaining an account with us; and (b) an individual with significant responsibility for managing the legal entity (e.g., a chief executive officer, chief financial officer, chief operating officer, managing member, general partner, president, vice president, or treasurer). You agree to provide us with any information requested regarding beneficial owners of accounts and certify their accuracy upon request by us. We may deny membership, decline to open an account, or close an account if we are prohibited from doing so under applicable law or if we are unable to satisfactorily verify any account owner or beneficiary's identity.

You will promptly notify us of any change of ownership of any business maintaining an account with us, or any change of an authorized signer. We may require a new Business Account Application for the business and documentation supporting the change of ownership or change in any authorized signer. You will cooperate with us to document any change in ownership or change of an authorized signer. We may restrict access to the account until documentation satisfactory to us is received and shall incur no liability for any such restriction.

5. In addition to providing us with the name, residential address, phone number and date of birth of beneficial owners and authorized signers, we will require you to provide us with current government-issued picture identification and, for interest-bearing accounts, an Individual Taxpayer Identification Number or Taxpayer Identification Number (an "ITIN" or "TIN"). We will further require you to certify (confirm) for IRS-reporting purposes that the SSN, EIN or ITIN matches your name and address, and indicate whether you are currently subject to backup withholding and whether you are a U.S. citizen or U.S. person. If the IRS or another tax-collecting authority indicates that there is a problem with the name and number provided by you for the account or otherwise notifies us, your account may become subject to backup withholding, which will require us to withhold and pay a portion of the dividends, interest or other payment to the IRS.

6. Our relationship with you concerning your account is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between us and you.

7. We reserve the right to refuse to open any account, to provide any service in connection with an account, or to accept additional deposits to an existing account.

8. Except as otherwise provided herein, we reserve the right to change any provision of or establish new provisions to this Account Agreement. To the extent required by applicable law, we will provide you with written notice of changes to material provisions hereunder.

9. All accounts are subject to our *Fee Schedule or Analysis Fee Schedule*, which accompanies this Account Agreement and is incorporated by this reference. We will debit such charges against any account you own. If sufficient funds are not available, the charges are payable on demand and, for checking accounts, will be treated as an overdraft.

#### Operation of Accounts

10. Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.

11. You may be required to request changes to your accounts in writing. We are not required to act upon instructions received by facsimile, email, or other electronic communication channel, and we have the right to require additional information from you before we act on any request. We shall have no liability or responsibility to you or to your successors, assignees, agents, or representatives when acting upon the reasonable interpretation of your requests.

12. We may refuse to follow any of your instructions, accept any deposit, or process any transaction, that in our sole judgment are illegal, fraudulent, inconsistent with our policies (or those of any of our third-party processors) or would expose us to potential liability. Alternatively, we may require adequate security or invoke other security measures to protect us from all losses and expenses incurred if we follow your instructions. You agree to reimburse us for any damages, losses, liabilities, expenses, and fees (including, but not limited to, reasonable attorneys' fees) that we incur in connection with your account if we take an action in accordance with your, or what purports to be your, oral, written, or electronic instructions.

13. There are many reasons why we may decline or prevent transactions to or from your account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your account. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your account, or we may place an administrative hold on funds in your account pending investigation, including in one or more of the following circumstances: (1) your account is involved in any legal or administrative proceeding; (2) we receive conflicting information or instructions regarding account ownership, control or activity; (3) we suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s); (4) we suspect that any transaction may involve illegal activity or may be fraudulent; (5) we are complying in our sole judgment, with any federal or state law or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to ensure that we comply with those laws; or (6) we reasonably believe that doing so is necessary to avoid a loss or reduce risk to us. We may also limit cash deposits to, or withdrawals from, any of your accounts, or who may make deposits, in order to reduce risk and/or allow us to comply with applicable law. We will have no liability for any action we take under this section.

14. If there is a dispute between any person and/or private or government organization over your account or the funds in any of your accounts, or we are uncertain who is entitled to access an account or the funds in any of your accounts, including, but not limited to, disputes between or relating to payees, authorized signers, business owners, association or business directors, or members, you agree that we may, without liability to you or your owners or authorized signers and in our sole and absolute discretion, take one or more of the following actions: (1) restrict the account and deny access to all until such time as the conflicting claims are resolved to our satisfaction; (2) close the account and send the funds to the owner or owners of the account, according to our records, at the statement mailing address; (3) interplead all or any portion of the funds from an account into an appropriate court for resolution; (4) honor the claim against your account if we are satisfied as to the claim's validity; or (5) restrict access to the account until our receipt of either written instructions as to the distribution of funds signed by all affected parties or an order from a court of proper jurisdiction authorizing or directing us to distribute the funds. We may charge your account for expenses (including attorneys' fees and expenses) and fees we incur.

15. We may recognize the signature of anyone who signed a Business Account Application as authorized to transact business on that account. Any payment made on your account by us in good faith and in reliance on the terms and conditions of this Account Agreement and/or the Business Account Application will be valid and discharge us from liability. Without limitation to the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash or for deposit to their personal accounts. If a person is in possession of information or devices necessary to conduct

transactions on your accounts (such as a rubber stamp you use to sign checks, or a Visa Business Debit Card), we are entitled to assume that such person is authorized to conduct business on your accounts. We have no duty to investigate or question withdrawals or the application of funds. In addition, if we receive written notice from any person who signed a Business Account Application, such as a beneficial owner or authorized signer, that withdrawals, in accordance with the terms of the account, should not be permitted, we may refuse, without liability, to pay any sums on deposit pending determination of the rights of the parties to the account. Such written notice(s) will become effective only upon receipt and after we have had a reasonable opportunity to act thereon; however, our release of amounts to a beneficial owner in contravention to any instructions from another person who signed a Business Account Application shall not result in liability for us.

16. We may, without prior notice and when permitted by law, exercise our right of offset against any of the funds in any of your accounts against any debt (whether or not matured, due, payable, in default or accelerated) or obligation that you owe us, now or in the future, by any of you having the right of withdrawal. With regard to sole proprietorships and general partnerships, personal consumer Tech CU accounts owned by the sole proprietor or any general partner are also subject to our right of offset.

The right of offset does not apply if prohibited by law. We will also have the right to place an administrative hold on such funds pending offset. If Tech CU exercises its right of offset, you agree that we are not electing a remedy or in any way waiving our rights to take other lawful action to collect any amounts that you will still owe us. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to the exercise of our right of offset.

Moreover, you knowingly consent and expressly agree that the application of an offset of funds in any account includes the offset of government benefits (such as Social Security and other public benefit funds) deposited in your account for deposit account-related disputes to the maximum extent permitted by applicable state and federal law.

#### **Notifications and Records**

17. You can contact us about your accounts and services for (including but not limited to) Change of Address, Revoke Consent to Automatic Telephone Dialing, Lost or Stolen Checks, Lost or Stolen Access Device/ PIN/Access Code, Lost or Stolen Card, Questions about Electronic Services, Confirmation of Direct Deposit to Your Account, Calling to Stop Payment from Your Account, and General Account Information/Opening and Closing Accounts) at the addresses and numbers listed below:

I. By Phone: (408)451-9111 or (800)553-0880

II. By Email: [www.techcu.com](http://www.techcu.com); [info@techcu.com](mailto:info@techcu.com);  
or [cashmanagement@techcu.com](mailto:cashmanagement@techcu.com)

III. By Mail: Technology Credit Union  
Attn: Business Banking  
P.O. Box 1409  
San Jose, CA 95109-1409

18. Except as expressly provided otherwise in this Account Agreement, we will mail, send electronically, or otherwise make available to you, your periodic statements, notices and other information regarding your account (collectively "account-related information") to the postal or electronic address of your business as reflected in our records for your account. If your account is in a combined statement, your statement will be sent to the address associated with the savings account in the combined statement. Mailed account-related information will be deemed to have been received by you five days after we mail it to you if

your address in our records is in California, or ten days after we mail it to you if your address in our records is outside California. Account-related information made available electronically will be deemed to have been delivered when we make it available to you.

You will exercise reasonable care and promptness in examining your statements. You must promptly notify us of, and reimburse us for, any erroneous credit to your account. Within thirty (30) days after you receive or we otherwise make statements available to you, you must promptly review the transactions conducted during the statement period, and you must immediately notify us of any claim for credit or refund due to an unauthorized transaction (such as an unauthorized electronic fund transfer, check, or other unauthorized item). If you fail to uphold these duties, you understand and agree that you are precluded from asserting the error or unauthorized payment against us if: (1) we suffer a loss on the item because of your failure; or (2) we pay on another item presented by the same wrongdoer if the payment was made before you properly notified us. If you fail to uphold your duties but you can prove that we acted negligently or engaged in misconduct in the payment of the relevant items, then the above preclusion will not apply, and the loss on the items will be allocated between us and you to the extent our respective actions contributed to the loss. If you have failed to examine your statement and report any unauthorized item within thirty (30) days or more after your statement or the item has been made available to you, you cannot recover from us even if we acted negligently or engaged in misconduct in paying the item.

If any of your checks are forged, stolen, or lost, you can close the account and reopen it under another account number to mitigate the risk of any fraudulent checks being written in the future. You can stop payment on the numbered checks that were stolen or lost, but this is not a guarantee that an unauthorized person will not be able to obtain checks on your account outside the sequence of numbers on which you have stopped payment. We will not be responsible for unauthorized checks that clear your account under a checking account number that you continue to use after you learn that checks have been forged, stolen, or lost.

19. In order for us to service your account or to collect any amounts you owe, you agree that we may from time to time make calls and/or send text messages to you at any telephone number(s) associated with your account, including wireless telephone numbers that could result in charges to you. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service your account or to collect any amounts you owe, we may send e-mails to you at any e-mail address you provide to us. You may revoke this consent at any time by notifying us in writing at Technology Credit Union, Attn: Business Banking, P.O. Box 1409, San Jose, CA 95109-1409.

20. Unless otherwise prohibited by the laws governing your account, if two or more account-related information documents are returned, or, in the case of online statement email notifications the email notice is returned undeliverable we may classify your account as "inactive." This means we may discontinue sending any and all correspondences and may destroy account-related information sent to you until you provide a valid postal or electronic address to us.

21. Any written notice you give to us is effective when it is actually received by us. Any written notice we give to you is effective on the date we deposit such notice in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address, or, if you have agreed to receive notices from us in an electronic format, any notice we give to you is effective on the date we make the notice available to you in electronic format. Notice to any one account owner is considered notice to all owners of the account.

22. You agree to notify us promptly of any change of mailing address, email address, or telephone number. In the event that you fail to do

this, a fee may be assessed to your account for the actual cost of a necessary locator service paid to a person or business normally engaged in providing such service and incurred in determining your address. This fee will be set forth in the *Fee Schedule*. In addition, items returned to us because of an incorrect mailing address or emails returned to us will be subject to a *Research Fee*, as set forth in the *Fee Schedule*.

23. You agree to notify us immediately of the death or court-declared incompetence of any authorized signer or owner, the insolvency of an owner or your business, or dissolution of your business. The death or incompetence of any authorized signer or owner or dissolution of your organization, shall not revoke our authority to accept, pay, or collect a check(s) or to account for proceeds of its collection until we know of the fact of death or adjudication of incompetence or dissolution and have a reasonable opportunity to act on it. Even if notified of the death or adjudication of incompetence of one owner or authorized signer or dissolution of the business, Tech CU is authorized to follow the instructions of a person it reasonably believes has authority to conduct business in relation to the account. In the event of insolvency involving an owner or of your business, we can limit or discontinue services to your business, to the extent permissible under applicable laws, including bankruptcy law.

24. You understand and agree that we must comply if we are served with any notice of garnishment or of attachment, tax levy (including without limitation, any "notice of levy"), withholding order, injunction, restraining order, search warrant, government agency request for information, forfeiture, seizure, subpoena, or other legal process relating to your account that we know or otherwise believe in good faith is valid, whether served in person, by mail, or by electronic notification, at any Credit Union branch. You direct us not to contest any such notice of legal process and understand that we are under no obligation to notify you of the legal process and will not notify you if prohibited by law. You agree that you must contest any such legal process or our compliance with it directly with the third party issuing the legal process, and not with us. We may charge a Response to Legal Process fee, as set forth in our *Fee Schedule*, and we may assess this fee against any account you maintain with us, including the account that is the subject of the legal process. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served any legal process, we may charge such costs to your account. We will also charge your account for any costs associated with reviewing legal claims, including attorneys' fees. You understand and agree that if a subpoena or legal process requires us to release information about an owner or authorized signer on an account, we must comply with such request and the information released pursuant to such subpoena or legal process may include information about other parties on the account, even if their information was not expressly requested by the subpoena or legal process. You understand and agree that funds we hold or set aside in response to legal process will not earn dividends. You agree to indemnify, defend, and hold us harmless from all actions, claims, liabilities, losses, costs, and damages associated with our compliance with any process that we know or otherwise believe in good faith to be valid.

25. You authorize us to gather whatever credit, checking account and employment information we consider appropriate from time to time, including obtaining your credit report for legitimate business purposes. You understand that this will assist us, for example, in determining your initial and ongoing eligibility for your account and/or in connection with making future credit opportunities available to you. You authorize us to give information concerning our experiences with you to others, including providing negative information that may adversely affect your account or credit history.

26. You acknowledge and agree that we may, at our option, create and retain electronic copies of original account records and any other records, and thereafter dispose of the originals. You further agree that electronically scanned and stored images of records will have the same effect as the original records.

27. We agree to retain and furnish to you, if requested, photocopies of certain records pertaining to your account, copies of statements, or re-

cords pertaining to specific transactions/dollar amounts, and that these records will be available to you for the time period required by law. You agree to pay applicable fees as listed in our *Fee Schedule*.

28. We may offer you services to assist you in mitigating the risk of fraud on your account, such as positive pay, ACH fraud filters and electronic transaction authorization services. We may also recommend you implement specific fraud protection measures, as a best practice. If we expressly recommended in writing that you use a specific fraud protection service we offer, and you either: (a) fail to use the recommended fraud protection service or measure; or (b) fail to use the recommended fraud protection service or measure in a manner that is consistent with written documentation provided to you, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended fraud protection service or measure in accordance with applicable documentation.

29. If you maintain insurance coverage for employee fraud and/or embezzlement, we reserve the right to require you to file a claim with your insurance company before you make any claim against us related to employee fraud or embezzlement. In such event, we will only consider your claim after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

30. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy. We will disclose information to third parties about your account or transfers you make in accordance with the terms of our privacy policy provided to you. For example, we will disclose such information to third parties in the following circumstances:

- a. When it is necessary to complete a transaction, including an electronic transaction; or
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c. In order to comply with a government agency, court order, or any legal process; or
- d. If you give us permission in writing.

#### **Closing Accounts, Disputes, and Restrictions on Services**

31. We or you may close any of your account(s) at any time. If you would like to close any of your accounts with us, you must provide us with written notice from an authorized signer, and such notice must clearly identify the account(s) to be closed. We are not required to close your account at your request if you have any pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, levy or similar order). In those cases, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your account in preparation for closing it, we will not pay any additional dividends on the account.

If an account is closed, we may send the collected balance on deposit in your account, less any fees, claims, offsets, or other amounts you are responsible for, by regular mail to your most recent address shown in our records. Items presented for payment after the account is closed may be dishonored. We 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 your account; (4) any checks are lost or stolen; or (5) we deem it necessary in order to prevent a loss to us.

32. You understand and agree that we may terminate account products or services at our option without prior written notice to you. For

example, we may terminate your accounts or services for the following reasons without prior notice to you: (a) your failure to meet your obligations to us; (b) the bankruptcy of the business, or any sole proprietor, general partner, or guarantor of the business; (c) we deem termination to be reasonably necessary to preserve the security of our systems or of your account; or (d) emergency conditions. However, we reserve the right to close your account for any lawful business reason, upon providing you ten (10) days' prior written notice. We may also suspend offering account products from time to time at our discretion without notice to you. Business accounts in which there is no member-initiated activity for a period of twelve (12) months may be closed by us at our discretion.

33. You agree that you will not use your accounts or our services to conduct any illegal transaction or engage in any activity which is illegal under local, state, or federal law. Restricted transactions are prohibited from being processed through your account or banking relationship with us. "Restricted transactions" are transactions involving the knowing transmittal or receipt of credit, funds, checks, instruments or other proceeds to or from another person engaged in the business of wagering or betting in connection with unlawful Internet gambling. If you engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.

34. You understand and agree that if you are not a member in good standing, we may limit your access to member services and products.

#### **Additional General Terms**

35. You agree that your telephone communications with us may be monitored and recorded to improve member service and security.

36. You understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information you share or information discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights.

37. Our delay in enforcing any of the terms and conditions of this Account Agreement will not prohibit us from enforcing such terms and conditions at a later date. Any waiver by us shall not be deemed a waiver of other rights or of the same rights at another time. You hereby waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.

38. If a disaster occurs there may be an unforeseen delay in our ability to make funds available and to process deposits or otherwise perform under this Account Agreement. In addition to natural disasters, the failure of communication or computer systems can also cause unforeseen delays.

39. If any of the provisions of this Account Agreement or the Fee Schedule are determined to be unenforceable, void, or invalid, the remainder of the Account Agreement and Fee Schedule shall remain in full force and effect and, to the extent possible, the remaining provisions of this Account Agreement and the Fee Schedule will be deemed amended to the extent necessary to render them enforceable, while also preserving their intent.

40. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.

41. You agree to indemnify, defend, and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors, harmless from and against any and all claims, demands, actions, costs, losses, liability, expenses and fees (including, without limitation reasonable attorneys' fees, collection costs, skip-tracing fees, and outside services fees) which we incur by acting in accordance with this Account Agreement or as a result of your failure to abide by its terms, including but not limited to those arising from:

- a. A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- b. Any fraud, manipulation, or other breach of this Agreement by you;
- c. Your violation of any law or rights of a third party; or
- d. Your provision of access to your account(s), services, or electronic services to any third party.

5. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether the Credit Union's claim for indemnification is due to the use of accounts or the electronic services by you or a beneficial owner or other authorized person.

6. Except as otherwise stated in this Account Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; (j) your failure to follow any applicable software manufacturer's recommendations or our instructions; (k) a network system not working properly and you were aware of the malfunction when you started the transaction; (l) transactions that cannot be completed because funds in your account are subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction; or (m) incorrectly entering your PIN or Access Code.

You acknowledge that our fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

**7. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN ANY CLAIM OR ACTION ARISING FROM THIS ACCOUNT AGREEMENT, REGARDLESS OF WHETHER YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY INCUR SUCH DAMAGES.**

8. Any claim, action or proceeding by you to enforce the terms of this Account Agreement or to recover for any loss arising from this Account Agreement or any product or service provided hereunder must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises from this Account Agreement or any product or service provided hereunder.

9. You understand and agree that accounts and electronic services are provided "as-is." Except as otherwise provided in this Account Agreement or as required by law, the Credit Union assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any



communications, personalizations, or electronic settings. You understand and expressly agree that the use of electronic services is at your sole risk, and that any material and/or data downloaded or otherwise obtained through the use of electronic services is downloaded or obtained at your own discretion and risk, and that you will be solely responsible for any damages, including without limitation damage to your computer system or mobile device or loss of data that results from the download or the obtaining of such material and/or data.

10. Except as expressly set forth in this Account Agreement, the Credit Union disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or third-party rights, regarding its services, including electronic services. The Credit Union makes no warranty or representation regarding the results that may be obtained from the use of electronic services, the accuracy or reliability of any information obtained through electronic services, the accuracy of any information retrieved by you from the accounts or that the electronic services will meet any user's requirements, be uninterrupted, timely, secure, or error free.

11. In the event of wrongful dishonor that occurs by mistake, our liability shall be limited to actual damages. The measure of damages for failure to exercise ordinary care in handling a check is the amount of the item reduced by an amount that could not have been realized by the use of ordinary care.

12. You may not assign this Account Agreement to any other party. The Credit Union may assign this Account Agreement at any time in its sole discretion. The Credit Union may also assign or delegate any of its rights and responsibilities under this Account Agreement to independent contractors or other third parties.

13. Headings in this Account Agreement are for convenience only and will not control or affect the meaning or construction of any of the provisions of this Account Agreement.

14. This Account Agreement as well as all of your deposit accounts will be interpreted and subject to applicable federal law and the laws of the State of California, without resort to California's conflicts of law rules and to the extent that California law is not inconsistent with federal law.

15. State law establishes procedures under which unclaimed property must be surrendered to the state, based on your last known address. For example, if your last known address is in the State of California, funds in your account are considered unclaimed if a period of three (3) years has elapsed since the last time you:

- a. Increased or decreased the amount of funds on deposit with us or presented an appropriate record for crediting of dividends or cashed a dividend check from any of your accounts with us; or
- b. Corresponded in writing or electronically with us concerning the funds on deposits; or
- c. Otherwise indicated an interest in the funds on deposit as evidenced by a memorandum on file with us.

The funds in your deposit account will not be surrendered to the state, however, if, during the previous three (3) years, you have owned another deposit account with us and, with respect to that deposit account, you have done any of the acts described in paragraphs (a), (b), or (c) above and, with regard to the funds in the deposit account that would otherwise be surrendered to the state, we have "communicated" (i.e., sent account statements or statements of interest paid for federal and state income tax purposes) electronically or in writing with you at the address to which communications regarding the other deposit account are generally sent.

Generally, you can avoid having the funds in your deposit account surrendered to the state, however, by actively transacting on your accounts

with us, corresponding in writing or electronically with us about an account, or communicating with us in person at a branch or contacting us by telephone regarding an account.

To recover funds turned over to the state, you must file a claim with the state. Once funds are surrendered to the state, we no longer have any liability or responsibility with respect to the funds.

We may charge a fee for mailing you a notice regarding your unclaimed property as set forth in our *Fee Schedule*.

## **SECTION 2. GENERAL TERMS REGARDING ACCOUNT OWNERSHIP, AGENTS, AND AUTHORIZED SIGNERS FOR ALL ACCOUNTS**

1. We may rely solely on our records to determine the form of ownership of your account, as well as the authorized signers on the account. Ownership for all accounts will be established and determined by the most recent Business Account Application or other document(s) evidencing such account(s). The business, a sole proprietor, a general partner, and any guarantor of a business's obligations are equally obligated with any other such person for meeting the terms of this Account Agreement and the obligations hereunder.

2. Each account must have at least one (1) authorized signer at least eighteen (18) years of age. Each authorized signer on an account is duly authorized to act with respect to the account(s) and we are authorized to act on all matters relating to the account(s) upon the order of any one of the authorized signers until we receive written instructions to the contrary from an authorized signer (as defined on the Business Account Application). You certify that any signatures appearing on the Business Account Application are the genuine signatures of said authorized persons. You agree that any instruction to permit withdrawal only upon the signature of two or more authorized signers or agents is for your internal use and benefit only and will not be binding on us. You agree that we will not be liable for any lack of signatures so long as the instructions contain the signature of or have been authorized by at least one authorized signer. Any payment made from your account in good faith and reliance on the terms and conditions of this Account Agreement and the Business Account Application shall be valid and discharge us from liability. Without limiting the foregoing, we may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. Any authorized signer may also close a business account. We have no duty to investigate or question withdrawals or the application of funds or closure of a business account by an authorized signer.

3. We may continue to recognize an authorized signer's authority until we have received and have had a reasonable time to act upon your written modification or revocation of it. You are responsible for ensuring that each authorized signer is provided a copy of this Account Agreement and is familiar with it. Unless you have instructed the Credit Union in writing to the contrary, the Credit Union may consider communications about your Account from an authorized signer on your Account as communications from you. You agree to notify the Credit Union immediately in writing if any authorized signer's authority has been terminated.

4. You agree to be responsible to us for the actions of authorized signers on your account. This means that you are responsible for familiarizing authorized signers with all of the terms of this Account Agreement. You are responsible for monitoring your business account(s), supervising employees and other persons authorized to conduct business on your account(s), reviewing all statements and other information we send you regarding your account(s), and immediately reporting to us any suspicious activity. If unauthorized activity on your account(s) is the result of actions of employees, officers, directors or other agents of your business, you agree that you will first look to any faithful performance bonds or similar insurance coverage you maintain to cover losses resulting from unauthorized activity on your Credit Union account(s). Our liability



for any unauthorized activity that results from our negligence will be reduced by any amount you are able to recover from your own insurance company.

5. If you want to change your account in any way, you must properly complete additional forms provided by us, which shall not be effective until delivered to and accepted by us. We are authorized to rely solely on the documentation we have in our possession. On behalf of yourself, your agents, successors, and assigns, you hereby agree to indemnify us and hold us harmless from any and all liability upon our reliance on such documentation.

**6. Terms and Conditions Applicable to All Sole Proprietorship Accounts.**

- a. You affirm that you are the sole proprietor of the sole proprietorship named on the Business Account Application. We may pay out funds with your signature, or the signature of any other signers designated by you. We may accept and/or endorse checks made payable to you or to the sole proprietorship named on the Business Account Application that we receive for deposit.
- b. You may pledge any or all of the funds on deposit in the account as collateral security to any loan(s) subject to then current loan policies.

**SECTION 3. GENERAL TERMS REGARDING ACCESS, TRANSACTIONS, WITHDRAWALS, AND DEPOSITS TO ALL ACCOUNTS**

1. You may make deposits to or withdraw from your accounts only in accordance with Credit Union policy.

**Withdrawals**

2. You understand and agree that we have the right to restrict the amount of cash each member may transfer or withdraw in a 24-hour period.

3. We reserve the right to require you to give not less than seven (7) and up to sixty (60) days' written notice of your intention to withdraw funds from any account except checking accounts.

4. For the safety of both staff and members, the Credit Union does not keep large amounts of cash at branch locations. Arrangements for large cash withdrawals may be made with the Branch Manager at the branch location of our choice. Large cash withdrawal requests may require up to ten (10) business days' advance notice to process. You understand and agree that you will be responsible for all fees that may be assessed by a third party on the Credit Union in connection with your request (e.g. cash delivery charges). In addition, you may be asked to sign a form releasing us from any liability.

**Deposits**

5. You authorize us to accept deposits to your account at any time, from any party, made in any manner, without questioning the authority of the person making the deposit, and to give cash back to any authorized signer(s) or designated agent on any check payable to any one or more of the business owners, whether or not it is endorsed by you. The Credit Union reserves the right, however, to refuse to accept all or any part of any deposit.

6. We are not responsible for delays in a deposit due to improper identification on the deposit envelope or endorsement resulting in improper keying of your transaction. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go. Information accompanying a deposit should include your name, your account number, and where you want your deposit to go.

7. You understand and agree that it is our policy not to accept for

deposit checks payable to anyone other than a business owner on the account (third party checks).

8. All deposits are subject to verification. You agree that if our count differs from yours, our determination of the amount of a deposit will be considered the correct one.

9. Deposits will be made available for withdrawal by you or to cover other payments in accordance with Part II below regarding Funds Availability.

10. You agree that we will not be responsible for any damages you incur in the event you deposit an item with us which is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the back of the item caused by you or a prior endorser.

11. All payees listed on a check must sign the check that is deposited or cashed, and must be the business or an owner of the business, present a valid government-issued identification or have their endorsements guaranteed by another financial institution. All multiple-party checks without proper identification are subject to being returned. Notwithstanding the foregoing, you authorize us, in our discretion, to accept checks and other items for deposit into any of your accounts (collectively, "item") if they are made payable to, or to the order of, any one or more beneficial owners on the account, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements of any account beneficial owners on any item that we take for collection, payment, or deposit to your account (which we may supply in our sole discretion). You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the item was deposited to your account. If you deposit items which bear the endorsement of more than one person or persons that are not known to us or that require endorsement of more than one payee, we may refuse the item or require all endorers to be present, have valid identification, or to have their endorsements guaranteed before we accept the item.

12. You understand and agree that we use automated means to process checks and other items written on or deposited to your account. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in the Magnetic Ink Character Recognition (MICR) line at the bottom of the check or item which contains your account number and check number. Although we may manually review checks or other items drawn on your account, you understand and agree reasonable commercial standards do not require us to do so. Our use of automated means to process checks and other items prevents us from inspecting or looking for special instructions or "restrictive legends" on checks (e.g., "Void after 6 months," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restrictions. If you cash or deposit an item or write a check with such notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. You agree to indemnify and hold us harmless from any claim or alleged loss of any maker or payee involving such notations, whether you are the maker or payee or the funds are otherwise deposited into an account in which you have an interest.

13. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a "non-U.S. item"). If we accept a non-U.S. item for deposit or collection, you accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. You agree that we may use our current buying and selling rate, as applicable when processing a non-U.S. item and we may recover from any account you maintain with us any loss incurred by us as a result of our processing such an item for you. We reserve the right to place longer holds on non-U.S. items than the time

frames specified in our Funds Availability Policy.

14. We have the right to charge back to or otherwise debit any account you maintain with us for any deposited item that is returned (and assess any associated fees and to reverse or recover any associated interest that may have accrued or been paid), even if you have made withdrawals against it. This right of charge back or debit is not affected by the expiration of any applicable midnight deadline, provided we do not have actual knowledge that such deadline has expired or, having such knowledge, we conclude that: (a) the deposited item is returned in accordance with the laws governing your account or rule (including a clearing house rule); and/or (b) we have received a breach of warranty claim in connection with the deposited item.

We have the right to pursue collection of such deposited item, even to the extent of allowing the payor bank to hold the deposited item beyond the midnight deadline in an attempt to recover payment. We may, without notice to you, redeposit a returned deposited item and represent it for payment by any means (including electronic means), unless we have received instructions from you not to redeposit such deposited item. We will have no liability for taking or failing to take any action to recover payment of a returned deposited item.

If one of your deposited items is returned with a claim that there is a breach of warranty (for example, a claim that it bears a forged endorsement or is altered in any way), we may debit your account for the amount of the item (plus any associated fees) and pay the amount to the claiming party. We are under no duty to question the truth of the facts that are being asserted, to assess the timeliness of the claim, or to assert any defense.

We need not give you any prior notification of our actions with respect to the claim. We may create substitute checks from your deposited items to facilitate the forward collection of such items. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or in any way connected with such substitute check, including without limitation, any claim based on the image quality of such substitute check.

15. We may rely on the account number on any instrument, deposit slip, or similar record we receive from you, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt, but the amount on your deposit receipt is based entirely on the deposit slip you complete or the receipt we provide you. We may confirm the funds you deposit and, after review, may adjust your account for any errors including any errors on your deposit slip. We may not adjust your account unless you notify us of the discrepancy within one (1) year of the date of your periodic statement that reflects the deposit. If you do not notify us of the error during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount stated on the deposit receipt, the difference will become your property, and if the actual amount deposited was more than the amount stated on the deposit receipt, the difference will become our property.

16. In processing items, you have deposited to your account, we act only as a collecting agent and we do not assume any responsibility beyond the exercise of ordinary care. Any deposit that we accept and credit to your account is provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of the deposit and impose a Deposited Item Returned Fee as set forth in the *Fee Schedule* or *Account Analysis Fee Schedule*.

*We are not responsible for any deposit sent by mail or made at an unstaffed facility (for example, an automated teller machine that is not at a branch) until we actually receive the deposited item or money. We are not liable for the negligence or default of any third party we use for the collection of items, including responsibility for lost items. You agree to*

*indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to an item placed for collection.*

## Checks and Other Items or Access Devices

17. You acknowledge that we do not sell checks. As a convenience to you, we will submit your initial check order and any reorders for personalized checks ordered through us to our approved check vendor. If the check vendor accepts the initial order and any re-orders, the check vendor will mail the checks directly to you. You authorize us to charge your checking account for the cost of checks ordered through us, plus applicable sales tax and shipping costs at the fee set forth in the *Fee Schedule*. *You are responsible for verifying the accuracy of all information shown on your checks, whether you order them through us or elsewhere. You agree to imprint only those names of authorized owners on your checks.* If you have not ordered checks through our approved check vendor, we are not responsible for the quality of any check copy that you request. In addition, we are not responsible for any checks not paid as a result of quality or printing errors.

18. We may provide you with temporary checks that include the exact MICR line, including routing number and account number, necessary for the proper processing of your checks. You are responsible for ensuring that any checks you use to draw on your account include this same MICR encoding. You understand that it is your responsibility to ensure that checks you order from any third-party printer are printed in accordance with applicable standards set by the American National Standards Institute (ANSI) for font, paper, toner, and positioning. You understand that if checks you write do not have the correct routing number, they may not be properly posted, and that if any other part of the encoding is incorrect, posting of the checks may be delayed. If you fail to include proper MICR encoding on your checks and this results in any such check being manually processed by us, then you will pay a fee as set forth in the *Fee Schedule*.

19. *We may pay and charge to your applicable account checks or other debit items ("items") drawn by and payable to any person, organization, association or corporation whom you have authorized by providing sample MICR encoded information identifying your account, provided there are sufficient funds in your account to pay such items. You agree that our rights in respect to such items will be the same as if it were an item drawn and signed by you personally. This authority will remain in effect until revoked by you in writing (to us and to the agency to whom the sample MICR writing was provided) and we have had a reasonable opportunity to act on it. You agree that we will be fully protected in honoring such items. You further agree that if any such item is dishonored, whether with or without cause, and whether intentional or inadvertent, we will have no liability whatsoever, even though such dishonor results in the forfeiture of insurance, or other loss or damage to you of any kind.*

20. You, or any authorized signer or beneficial owner on the account, may request a stop payment of any check payable against your account, provided your request is timely and affords us a reasonable opportunity to act upon it under our rules. You may request a stop payment through our Online Banking system, or you may ask us orally. Your stop payment request must include the account number, check number, exact amount, check date, and name of payee. This information must be exact because stop payment orders are processed using automated means. We will not be liable for paying a check over a stop payment request if the request is incomplete or incorrect. A stop payment fee will be assessed for each stop payment as set forth in our *Fee Schedule* or *Account Analysis Fee Schedule*. Stop payment requests will be valid no longer than six (6) months but may be renewed for additional six (6) month periods by written notice given during the time that the stop payment order is in effect. We are not obligated to notify you when a stop payment order will or has expired. You have the burden of establishing the fact and amount of loss resulting from payment contrary to a binding stop payment request. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You agree to indemnify, defend, and hold us harmless from and

against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our action in stopping payment of any check pursuant to your request.

21. We are not liable if we pay a check which you have requested us to stop payment on as long as we act in good faith and exercise ordinary care. In any event, any damages that we might otherwise be liable for shall not exceed the amount of the involved check. If we do pay a check for which you have requested stop payment and as a result any other item is returned unpaid by us due to nonsufficient funds, we are not liable for any consequences resulting from such action.

22. We are neither given notice, or otherwise affected by, a restrictive endorsement of any person or entity except our immediate transferor.

23. "Remotely created checks" are created when an account holder authorizes a payee to draw a check on the account, but instead of the account holder's actual signature, the check identifies that the account holder authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the account holder for payment in the amount it shows.

24. We may pay a check bearing any form of facsimile or computer-generated signature. If you use a facsimile or computer-generated signature, or if you authorize us to accept any such signature, you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used.

25. If we have paid a check under circumstances giving you a basis for objection, we shall be subrogated to the rights of: (a) any holder in due course on the check against the drawer or maker; (b) the payee or any other holder of the check against the drawer or maker, either on the item or under the transaction out of which the item arose; and (c) the drawer or maker against the payee or any other holder of the check with respect to the transaction out of which the check arose.

26. You authorize us to accept and pay any check without regard to the date of the check. You understand that post-dating a check will have no effect on whether or not it is honored prior to or after the date of any such check. In addition, we are under no obligation to pay a check which is presented more than six (6) months after its date (a stale-dated check). You agree that we are not required to identify post-dated or stale-dated checks or seek your permission to pay them. We may pay or refuse to pay any post-dated or stale-dated check or other item presented for payment on your account without any liability.

27. All checks written on your account must be drawn in U.S. dollars.

28. Our measure of damages for failure to exercise ordinary care in handling a check will not exceed the amount of the item.

29. You will notify us immediately if your checks are lost or stolen. You agree that you will be responsible for losses caused by a delay in your notification to us.

30. It is your responsibility to protect the account numbers and electronic access devices (e.g., a debit card) we provide you for your account(s). You agree not to disclose your account number(s) to anyone unless you are willing to give them full use of your money. If you disclose your account number(s) or provide your access device to another person in connection with granting authority to that person to conduct funds transfers, and that person then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically withdraw money from your account. For example, if you provide your account number to an online merchant to purchase a service or merchandise, funds can be electronically withdrawn from your account.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. We are not responsible for any loss or damage which results from your negligence, including without limitation, your failure to adequately safeguard your blank checks or other personal information or means of access to your account.

31. The federal law dealing with funds availability requires the financial institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

In the event that you draw a check on your checking or loan account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold us harmless and indemnify us from any liability due to such delay or misrouting.

32. Access to your account(s) through electronic means or Cards is dictated by the provisions related to electronic fund transfers contained in Part IV.

### **Corrections, Disputes, and Additional Terms Regarding Transactions**

33. If a deposit or other credit is made in error to your account that you are not entitled to (whether by check, cash, automated clearing house transfer, wire transfer or otherwise), you understand that we may debit your account for the amount of the erroneous deposit, and may do so without notice to you, regardless of when the original deposit took place. If you withdraw any or all of the funds erroneously deposited to your account, you agree that you are obligated to reimburse us for the amount of the erroneous deposit or credit, and any costs and fees as stated in this Account Agreement and the *Fee Schedule*. Your withdrawal of erroneously deposited funds may result in an overdraft of your account.

34. You agree to pay our costs of collection, including reasonable attorneys' fees and court costs, with regard to any check drawn on us by you or any item you deposit with us that causes us to incur a loss.

35. You agree that if a depositor (e.g., a government agency) demands we return any sums directly deposited to your account during the month of or after the death of any beneficial owner on your account, we must honor such a demand and may debit your account for all amounts returned to the depositor, and it is your responsibility to restore any negative balance that may have resulted from your withdrawal of some or all of the deposits.

36. We agree to investigate any transaction you have reported to us as unauthorized (a "claim" of unauthorized transaction"). You agree to: (1) submit your claim of unauthorized transaction in writing to us by completing a declaration under penalty of perjury describing your claim of unauthorized transaction (in an affidavit form approved by us, if so requested); (2) file a police report; (3) complete and return to us any documents requested of you; and (4) in all respects, cooperate fully with us in our investigation of your claim of unauthorized transaction.

We reserve the right to reverse any credit made to your account if you fail to sign such documents, cooperate fully with our investigation of your claim of unauthorized transaction or if we determine that the transaction that gave rise to your claim of unauthorized transaction was proper.

37. You understand and agree that you are not permitted to place a stop payment on a cashier's, teller or certified check unless such check is lost, stolen or destroyed. In the event that a cashier's, teller or certified check is lost, stolen or destroyed, in order to effect-

ate a stop payment, you must execute and deliver to us a written ("Declaration of Loss") and/or affidavit in a form acceptable to us (i.e. Stop Payment Request for Lost, Stolen or Destroyed Cashier's and/or Teller's Check) and in time for us to have a reasonable time to act on it. You understand and agree to provide us an indemnification signed by the payee(s) agreeing to indemnify, defend and hold the Credit Union and its employees harmless from all claims, demands, actions, proceedings, losses, damages and costs (including attorneys' fees) which relate to or arise out of the Credit Union's actions in stopping payment on the check or otherwise acting in accordance with the foregoing request. You further understand and agree that the Declaration of Loss is not immediately enforceable upon your submission. Specifically, you understand and agree that we will not process your stop payment request until the later of (1) the time the Declaration of Loss form is properly delivered to us by you, or (2) after the 90th day following the date of the cashier's, teller or certified check. We may, however, in our sole and absolute discretion, process your stop payment request sooner. You agree to indemnify and hold us harmless from and against any and all claims, damages, losses, liabilities, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to our attempt to, or stopping payment on, such cashier's, teller or certified check.

#### SECTION 4. PAYMENT OF DIVIDENDS

1. The frequency and conditions upon which dividends are paid on all accounts are in accordance with the Bylaws of this Credit Union and applicable law. Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period.

2. For all accounts except Business Certificate Accounts the dividend rate and Annual Percentage Yield (APY) may change at any time. We may change the dividend rates and APYs offered for new accounts as determined by the Credit Union's Board of Directors. You may obtain current rate information by calling the Credit Union or visiting our website.

3. **Dividend Calculation and Payment for all Accounts.** Business Savings Account dividends will be calculated daily and paid quarterly; Business Money Market Account dividends will be calculated daily and paid monthly; Business Money Market Plus Account dividends will be calculated daily and paid monthly; Business Certificate Accounts dividends will be calculated daily and paid at maturity for certificates with a term of 365 days or less and quarterly for certificates with a term of 366 days or more; and for Business Interest Checking Accounts that pay dividends, dividends will be calculated daily and paid monthly. Dividends on accounts other than Business Certificate Accounts compound when they are paid, earning the same rate as other funds in the account. Dividends on Business Certificate Accounts compound when they are paid for certificates with a term of 365 days or less and quarterly for certificates with a term of 366 days or more.

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

5. Dividends will begin to accrue on the business day you deposit cash or non-cash items (e.g. checks) to your account if deposited before the close of business.

If you close any of your dividend earning accounts before dividends are paid, you will not receive the accrued dividends.

#### SECTION 5. TERMS AND CONDITIONS APPLICABLE TO CHECKING ACCOUNTS

1. We offer two types of checking accounts: the Business Basic Checking Account and Business Interest Checking Account.

2. You may open a Business Basic Checking Account or Business Interest Checking Account with the applicable required minimum deposit; no dividends are paid on the Business Basic Checking Account, but dividends are paid monthly on the Business Interest Checking Account.

3. Our checking accounts let you withdraw your money at any time.

4. We may close your Checking Accounts at any time due to fraud or other reasons we deem appropriate.

General Terms and Conditions Applicable to all Checking Accounts

5. Funds in checking accounts may not be pledged as security for any loan(s).

6. We may, at our discretion, close your Checking Account and deny access to other services or products (including but not limited to checks, ATM and debit cards) at any time due to inactivity, fraud, lack of due care in the handling of your account or increase our risk for loss or other reason we deem appropriate.

7. We may, at our discretion, pay funds from this account, without obligation or liability for refusal to pay:

a. When such payment would draw the account below the minimum balance for the account we establish from time to time.

b. If drawn by means not authorized in advance by us.

c. Against checks or electronic debits presented over six (6) months past their issue dates.

d. Against loans you have with us that are in default.

8. All checking accounts are truncated checking accounts. Check copies are not returned with statements. Both sides of checks are microfilmed and stored for seven (7) years from date of posting. Upon request, we will provide you with a photocopy of a requested item within a reasonable time. We will not charge for copies of the first two (2) items you request appearing on any one (1) statement. Additional copies will be subject to fee(s) as disclosed in the *Fee Schedule* or *Account Analysis Fee Schedule*.

#### SECTION 6. TERMS AND CONDITIONS APPLICABLE TO BUSINESS SAVINGS ACCOUNTS

1. **Rate Information.** Dividend rates and annual percentage yields applicable to Business Savings Accounts may change daily as determined by the Credit Union's Board of Directors.

2. **Tiered Rate.** Business Savings, Business Money Market, and Business Money Market Plus Accounts earn dividends based on a tiered rate structure, under which you must maintain an end-of-day balance of at least the lowest amount on each tier in order to obtain the disclosed APY for that tier for any day during the dividend period.

3. **Minimum Opening Deposit and Minimum Balance.** A minimum opening deposit is required to open, and a minimum balance to earn dividends on a Business Savings, Business Money Market, and Business Money Market Plus Account. A minimum average daily balance is also required, and failure to maintain such balance can result in a Minimum Balance Fee being applied.

#### SECTION 7. TERMS AND CONDITIONS APPLICABLE TO BUSINESS CERTIFICATE ACCOUNTS

1. **General Terms:** Unless otherwise specified for a specific type of Certificate below, these general terms and conditions shall apply to all Certificate Accounts. This section supplements your Certificate

Receipt, which discloses specific terms of your Certificate Account, including the term length, dividend rate, dividend posting schedule, and yield.

**2. Rate Information:** Certificate Accounts are generally fixed-rate accounts (unless the Certificate Receipt states otherwise) and are non-negotiable and non-transferable; however, your dividend rate may increase during the term of the Certificate Account, if you selected an account allowing for such an increase when it was opened, as reflected in your Certificate Receipt.

**3. The dividend rate, APY, term, and Maturity Date for your Certificate Account will be set forth in a written communication we will provide to you when you open such account referred to as the Certificate Receipt. You may also call the Credit Union to obtain current rate information. You will be paid the rate and yield until maturity.**

**4. Minimum Balance and Deposit Requirements:** The minimum balance required to open and maintain a Certificate Account is set forth on the Business Account Rate Sheet. You must maintain this minimum balance in your Certificate Account each day to obtain the disclosed APY and to avoid account closure. The Certificate Account will be closed if the balance falls below the minimum balance required set forth on the Business Account Rate Sheet. When available, you may elect to have paid dividends for certificates with terms of six (6) months or longer posted monthly to your Business Savings or Business Checking Account or withdrawn at any time without the assessment of an early withdrawal penalty, however, the disclosed APY assumes that dividends will remain in the Certificate Account until the Maturity Date. An early withdrawal will reduce earnings.

**5. Dividends:** Dividends are calculated by using the daily balance method which applies a daily periodic rate to the balance in the account each day. Dividends will begin to accrue on the business day non-cash items (e.g., checks) are deposited to the Certificate Account.

**6. Transaction Limitations:** Once your Certificate Account is established, you generally may not make deposits into the account until the Maturity Date and the Certificate Account is renewed. The Raise My Rate Certificate Account allows for further deposits on the same day that the rate-increase option is exercised once during its term, as detailed in the Business Account Rate Sheet. All withdrawals of principal before the Maturity Date are subject to early withdrawal penalties, except during the grace period described herein.

**7. Early Withdrawal Penalties:** The Certificate Account will mature on the Maturity Date set forth in the Certificate Receipt. The Credit Union will impose a penalty on the entire balance of the account if a withdrawal of principal is made prior to the Maturity Date (unless it occurs during the applicable grace period). If you withdraw principal during the six (6) days following the opening or renewal of a Certificate Account, you will pay a penalty equal to seven (7) days' interest, and the penalty may invade principal. Thereafter, the applicable penalty will be equal to the lesser of: (a) dividends earned, or (b) either 90 days' dividends if the Certificate has a term to maturity equal to or less than 365 days, or 180 days' dividends, if the Certificate has a term to maturity greater than 365 days.

Early withdrawal penalties will not apply to:

- a. Withdrawal of paid dividends.
- b. Withdrawal of principal and dividends during the ten (10) day grace period following the automatic renewal of the certificate.
- c. Withdrawal made subsequent to the death or disability of any owner of any Certificate Account.
- d. Withdrawal made subsequent to termination of membership.

e. Withdrawal made as a result of the voluntary or involuntary liquidation of this Credit Union.

**8. Maturity and Renewal:** Your Certificate Account will automatically renew upon the Maturity Date and on the Maturity Date of any renewal term unless you prevent renewal. We will send you a renewal notice thirty (30) days before the Maturity Date, which will state the Maturity Date, the term, and how to find the anticipated dividend rate which would apply if the Certificate Account is renewed. The Certificate Account will renew as a new Certificate Account as of the Maturity Date at the dividend rate Tech CU is then paying for Certificate Accounts of that balance and renewal term, and such new dividend rate may differ from the previous dividend rate applicable until the new Maturity Date. The maturity notice will also provide a telephone number you can call on the renewal date to confirm the actual dividend rate that will apply. If you wish to close the Certificate Account, maintain the Certificate Account for a different term than what is included on your renewal notice, or add funds to or withdraw funds from the Certificate Account, we must receive your notice within the 10-day grace period that follows the Maturity Date. To add funds to the Certificate Account, you must notify us and either send us a check for the funds you wish to add or tell us the Tech CU account from which you want us to transfer the funds; we must hear from you prior to the end of the grace period to add funds to your Certificate Account. If automatically renewed, all funds in a Certificate Account as of the renewal date are considered to be principal.

**9. Pledges of Amounts on Deposit:** Subject to our lending policies, amounts on deposit in Certificate Accounts may be pledged as collateral security to loans.

## PART II – FUNDS AVAILABILITY

### SECTION 1: YOUR ABILITY TO WITHDRAW FUNDS

1. Our policy is to make funds from deposits of cash, by wire transfer, and of checks drawn on a Tech CU account are available to you on the business day we receive your deposit. Electronic direct deposits received by 5:00 p.m. on a business day will be available by 9:00 a.m. the next business day. Credit of funds from electronic direct deposits will be posted when received, but is provisional until final payment. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

2. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays (even if Tech CU Branches and CU Service Centers may be open on weekends). If you make a deposit as follows on a business day, it will be considered deposited that same day: (a) in person at any Tech CU Branch or CU Service Center office before close of business; (b) at a Tech CU ATM before 1:00 p.m.; (c) at a Night Drop facility before close of business at 2:00 p.m. (even if the facility is open on non-business days). In addition, deposits at a CO-OPSM Network ATM before 3:00 p.m. on a business day will be considered deposited the next business day. However, if you make a deposit at a Credit Union office, CU Service Center, or Night Drop after we close at the end of a business day, or at an ATM after cutoff hours, we will consider that the deposit was made on the next business day we are open.

### SECTION 2: LONGER DELAYS MAY APPLY

1. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth (5th) business day after the day of your deposit. The first \$225 of the total deposited funds, however, will be available on the first (1st) business day; the remainder of these funds will be available the second (2nd) business day after the date of your deposit.

Deposits can also be made through the Desktop Remote Deposit or Mobile Remote Deposit services. The first \$500 of your deposit made



through these services will be available on the first (1st) business day. The remaining funds will be made available the second (2nd) business day after the date of your deposit. The \$500 availability is per day, not per deposit or check made in a day.

2. If we are not going to make all of the funds from your deposit available on the first (1st) 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.
4. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:
  - a. We believe a check you deposit will not be paid.
  - b. You deposit checks totaling more than \$5,525 on any one day.
  - c. You redeposit a check that has been returned unpaid.
  - d. You have overdrawn your account repeatedly in the last six months.
  - e. There is an emergency, such as failure of computer or communications equipment.
5. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh (11th) business day after the day of your deposit.

### SECTION 3: SPECIAL RULES FOR NEW ACCOUNTS

1. If you are a new customer, the following special rules will apply during the first thirty (30) calendar days your account is open.
2. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashiers, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) are not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.
3. Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

## PART III – ACCOUNT BALANCES AND LIABILITY FOR OVERDRAFTS

### SECTION 1: GENERAL.

1. You are responsible for keeping track of the funds in your account that are available for you to use before you write a check, make a cash withdrawal at an ATM, or use your debit card for a transaction. Among other things, you should keep a running balance that reflects all of your transactions. It is imperative that you keep track of the transactions you may have authorized (such as outstanding checks or automatic bill payments you have authorized), as your available balance (discussed in more detail below) will not reflect these transactions until they are paid from your account.

2. "Overdrawing" your account means that there are not sufficient available funds in your account to pay for a transaction at the time it posts, but the transaction is paid from an authorized overdraft protection source. Some transactions that can result in an overdraft in your checking account include, but are not limited to: (1) the payment of checks, electronic fund transfers, preauthorized payments under our Online Bill Pay Service, or other withdrawal requests authorized by you; (2) the return (unpaid) of items deposited by you; (3) the assessment of service charges by us; or (4) the deposit of items that are treated as not yet "available" according to our Funds Availability Policy.

3. This Part III discusses in Section 2 how to determine and manage your account balances. Section 3 then discusses how we will post transactions to your account. Based on these policies, your transactions can result in transaction(s) being presented for processing when your account's available balance is insufficient to pay the transaction(s). Sections 4 and 5 discuss the two kinds of services the Credit Union offers to allow for the payment of these transactions.

### SECTION 2: YOUR CHECKING ACCOUNT BALANCE

1. Your checking account has two kinds of balances: the "actual" balance and the "available" balance. Both can be checked when you review your account online, at a Credit Union-owned ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains actual and available balances and how they work.

2. Your actual balance is the amount of money that is actually in your account at any given time, but not all funds included in the actual balance are considered available for transactions on your account. The actual balance is also referred to as: (a) your current balance on Credit Union ATM screens; and (b) your available balance in small business or commercial online banking and in business mobile banking. Your actual balance reflects transactions that have posted to your account, but not transactions that have been authorized and are pending while pending deposits that are subject to holds under our Funds Availability Policy will be reflected in the actual balance even though they are not yet "available." While the term "actual" may sound as though the number you see is an up-to-date indication of what is in your account that you can spend, that is not always the case. Your actual balance will not reflect any purchases, holds, fees, other charges, or deposits made on your account that have not yet posted. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your actual balance is \$50 but it does not reflect the pending check transaction. So at that point, you have an actual balance of \$50, but you have already spent \$40.

3. Your available balance is the amount of money in your account that is available to you to use without incurring an overdraft fee. The available balance takes into account factors such as holds placed on deposits and pending transactions (such as pending debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were to use your debit card at a restaurant to buy lunch for \$20, then that merchant could ask us to pre-authorize the payment in that amount (or even a different amount). Under this example, if the merchant requested preauthorization in the amount of \$20, we will place a "hold" on your account for \$20 (referred to as an "authorization hold"). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because of the restaurant's preauthorization request that resulted in an authorization hold on \$20 in your account. When the restaurant submits its bill for payment (which could be a few days later and for a different amount than the amount of the authorization hold), we will release the authorization hold, post the transaction to your account, and reduce your actual balance by the amount of the posted transaction.

4. We use your available balance at the time a transaction posts to determine whether your account is overdrawn. Your account is considered overdrawn when the available balance in your account is negative (less than \$0).

**YOU ACKNOWLEDGE THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE APPEARS TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE. This is because your available balance may not reflect all your outstanding checks, automatic bill payments that you have authorized, or other outstanding transactions that have not yet been paid from your account.** In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and paid from your account.

Also, your available balance may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions, including but not limited to car rental transactions and international transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released, which generally occurs when the transaction has been received by us and paid from your account. Refer to the section entitled "Authorization Holds for Debit Card Transactions" below for information about how authorization holds affect your available balance. Finally, your available balance may not reflect the most recent deposits to your account. Refer to Part II (Funds Availability) for information regarding the availability for withdrawal of your deposits. You should not assume that you can avoid overdrawing your account by making a deposit before a check or other item is presented for payment because your deposit may not be immediately available for withdrawal.

#### **Authorization Holds for Debit Card Transactions.**

When you use your debit card to pay for goods or services, the merchant may seek preauthorization from us for the transaction. When we preauthorize the transaction, we commit to make the requested funds available when the transaction finally posts and as such, we generally place a temporary hold against some or all of the funds in the account linked to your debit card, based on the amount of the preauthorization request from the merchant. We refer to this temporary hold as an "authorization hold," and the amount of the authorization hold will be subtracted from your available balance as authorization requests are received by us throughout each day. Until the transaction finally settles or we otherwise remove the hold (for example, we may remove the hold because it exceeds the time permitted, as discussed below, or we determine that it is unlikely to be processed), the funds subject to the hold will not be available to you for other purposes. At some point after you sign for the transaction, it is processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after you signed for it, depending on the merchant and its processing company. These payment requests are received in real time throughout the day and are posted to your account as they are received.

The amount of an authorization hold may differ from the actual transaction amount because the actual transaction amount may not yet be known to the merchant when the authorization request is submitted. For example, this can happen in connection with transactions where your debit card is swiped before your actual transaction amount is known, such as at a restaurant or gas station (e.g., at a restaurant, you may choose to add a tip to the transaction amount). For these types of transactions, there may be no authorization hold, or the amount of the authorization hold may be different from the transaction amount. In some other cases we may not receive an authorization request from the merchant, and there will be no authorization hold reflected in your available balance. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

We are permitted to place an authorization hold on your account for up to three (3) business days (or for longer periods based on the type of merchant transaction involved and card network rules) from the time of the authorization or until the transaction is paid from your account. However, if the transaction is not submitted for payment, we will release

the authorization hold, which will increase your available balance until the transaction is submitted for payment by the merchant and finally posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account.

In certain instances, when the amount of the authorization hold is either more or less than the amount of the actual transaction, we may maintain the authorization hold even after the purchase amount is actually paid from your account. However, in these instances, we will not maintain an authorization hold for longer than permitted under card network rules.

#### **SECTION 3: HOW TRANSACTIONS ARE POSTED TO YOUR ACCOUNT.**

1. There are basically two types of transactions in your account: credits or deposits of money into your account, and debits or payments out of your account. It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.
2. We can receive credit and debit transactions in different forms at various times each business day. We reserve the right to determine the timing and order in which such transactions are posted to your account to extent permitted by law. We determine the order in which we process and post credits and debits to your account based on a number of factors.
3. We may pay or authorize some transactions and decline or return others, in any order we deem appropriate to the extent permitted by law. When the available balance in your account is not sufficient to cover all of the transactions presented that day, some posting orders can result in more returned items and more overdraft and returned fees than other posting orders.
4. We can receive some items individually and others are received in batches at various times each business day. Items that we currently receive individually include ATM withdrawals, point-of-sale (POS) transactions, and teller transactions. These individual items are generally posted to your account as we receive them each business day. Items that we currently receive in batches include checks drawn on your account presented by other financial institutions, "on us" checks, and ACH and debit card transactions. If multiple items are presented on any given day in a single batch, they are paid from smallest dollar amount to largest dollar amount.
5. The order in which items are posted to your account will depend on a number of factors. For example, in connection with our item posting order for each category of item(s), (iii) establishing different posting orders for items within each category, and (iv) change the timing of when items are posted during the day and whether they are posted individually or in batches. Except to the extent limited by applicable law, we have the right to change any of the factors described in (i), (ii) and (iv) listed above at any time without notice to you.
6. The foregoing is a general description of how certain types of transactions are posted. These practices may change and we reserve the right to pay items in any order we choose as permitted by law.

#### **SECTION 4: PAYMENT OF OVERDRAFTS PAYMENT OF OVERDRAFTS.**

1. We are not obligated to pay any item presented for payment if your account does not contain sufficient available funds. If we pay a transaction that overdraws your account, we are not obligated to continue paying such transactions in the future. We may pay all, some, or none of your overdrafts, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid. The *Fee Schedule for your account states the dollar amount of the fees for returned items (Returned NSF Fees) and for payment of overdraft items (Paid NSF Fees). Please review your Fee Schedule for your account*



carefully. You are liable to us to repay any overdrafts on your account whether you created them or not. If you do not pay us, and we take collection action against you, you agree to pay for our costs of collection. We may close, without notice, any account with excessive insufficient funds activity, and report the account to a consumer reporting agency.

2. We recommend that you enroll in one of the optional overdraft protection plans described below. These plans can help you avoid overdrafts and returned items. While fees apply when you use an optional overdraft protection plan, the fees under the plan are less expensive than NSF Fees.

3. **Transfers to Cover Overdrafts.** You understand and agree that we have the right to transfer available funds to your checking account from any of your other account(s) with us (excluding certificate accounts), in an amount equal to the overdraft and related fees.

#### Optional Overdraft Protection Plans.

4. We offer optional overdraft protection transfer plans that you may request, such as an overdraft protection service where funds from a linked Business Savings or Business Money Market account are used for overdraft protection on your Business Checking account, provide you authorize such overdraft protection service.

- **Overdraft Protection Service From Business Savings and Business Money Market Accounts.** With this service, you authorize us to make transfers of available funds automatically from your eligible Business Savings or Business Money Market account to cover overdrafts in your Business Checking account. Transfers from your Business Savings and Business Money Market account are made in the exact amount of the overdraft. Each transfer counts as one of the six (6) limited transactions you are allowed each month from your Business Savings or Money Market Account; if you have reached the 6-transfer limit, further transfers for overdraft protection will not be permitted for the remainder of the month. You must request to enroll in this service.

- **Overdraft Protection From Other Share Accounts.** In addition to transfers from Business Savings or Business Money Market or Business Money Market Plus accounts, if you have other Credit Union share accounts that you have designated as overdraft protection sources, we will pay items that would otherwise result in an overdraft by transferring funds from your other share accounts in an amount sufficient to cover the overdraft. Such transfer will not be made, however, under the following circumstances: (a) the transfer would result in your membership share account balance falling below the required minimum; or (b) the transfer would result in the share account exceeding the applicable 6-transfer per month limit. If we do not make an overdraft transfer for another reason, we will notify you in writing.

5. If you have multiple overdraft sources available, we have the discretion to choose the order in which we will access those sources to cover your overdrafts, subject to applicable law. If the funds available in your overdraft transfer sources are not sufficient to pay the overdraft, then you understand that the overdraft may be paid by overdrawing your Business Checking account under our discretionary overdraft service and charging a Paid NSF Fee. We are not, however, obligated to pay any overdraft transaction under our discretionary overdraft service, and if we choose to decline to pay an overdraft, if a discretionary overdraft is paid, you agree to promptly restore any negative Business Checking account balance that results from our payment of items that overdraw the account.

6. **Limits on Overdraft Protection.** We will not transfer more

than the available account balance in a linked account even if the amount of the overdraft is more than the available amount. Any transactions that are not paid by the transfer will either be paid or returned, and Paid NSF Fees or Returned NSF Fees will be charged as if you did not have overdraft protection. We may charge an NSF each time an item is presented for payment if the available balance is insufficient each such time. In addition, we have the option to automatically redeposit NSF checks without notice to the parties.

7. **Termination of Optional Overdraft Protection Plans.** We may terminate optional overdraft protection services at any time with or without notice to you. You may cancel overdraft protection in person or in writing. Cancellation will be effective after we have received notice and have had a reasonable time to act on it.

#### PART IV – EFT

This Part IV of the Agreement sets forth the terms and conditions governing electronic fund transfers. Electronic fund transfers ("EFTs") are electronically initiated transfers of money involving a deposit account at the Credit Union and multiple access options, such as online account access, direct deposits, automated teller machines (ATMs), and debit cards. The Credit Union offers the following EFTs on business accounts: Visa Business Debit Cards (only if a Business Checking account is established), Business Online Banking (Small Business and Commercial Online Banking) and Small Business Online Bill Pay (subject to the terms of our separate Cash Management Services Agreement, and incoming or outgoing ACH transactions. Business cash management products and services are covered under separate Cash Management Service Agreement.

Your acceptance, retention, or use of a debit card, or other EFT service(s) hereunder constitutes an agreement between us and you to be bound by the additional terms and conditions contained in this Part IV. Where not in conflict with the terms of this Part IV, the general terms and conditions elsewhere in this Account Agreement, or such other agreements under which electronic services may be provided remain in full force and effect and continue to be applicable, except as specifically modified by this Part IV.

These disclosures are given by us to inform you of certain terms and conditions for use of the electronic services described in this Account Agreement. **Further, you understand and agree you shall advise each person to whom a Card and/or Access Code is issued that each transaction originated by means of a Card or Access Code is NOT a "consumer" transaction as defined in the Electronic Fund Transfer Act and in Regulation E and is not governed by or entitled to the protection of federal law and regulation.**

General disclosures applicable to all electronic services offered by us is given below, with certain specific disclosure information for each service following in separate sections.

#### SECTION 1: GENERAL DISCLOSURES APPLICABLE TO ALL ELECTRONIC SERVICES

1. "Card" means the Visa Business Debit Card. "Access Code" means a PIN, one-time PIN, password, one-time passcode, Company ID, User ID, or identification number used to access your account(s), Card(s), or Business Online Banking.

2. Your use of EFT services is subject to our approval.

3. **Business Day Disclosure:** Our business days are Monday through Friday, except federal holidays. Our business hours are 9:00 AM to 5:00 PM local time, Monday through Friday. Branch hours and holiday schedules may be obtained through our website or by contacting us at our general information line. Our proprietary ATMs are generally available 24 hours a day, 7 days a week, with minor interruptions for system main-

tenance or technical difficulties. Commercial and Small Business Online Banking Services and the Small Business Online Bill Pay system are generally available for your convenience 24 hours a day, 7 days a week, with minor interruptions for system maintenance or technical difficulties, including those of the Internet service provider and Internet software.

#### 4. Right to Receive Documentation of Transactions:

- a. **Terminal Transfers.** In most cases, you will receive a receipt at the time you make any transfer to or from your account using an ATM or when you make a purchase using a POS terminal. You should retain this receipt to compare with your statement from us.
- b. **Periodic Statements.** You will receive a monthly account statement for each month in which an EFT is made (but at least a quarterly statement if no transfers are made). You agree to immediately review each periodic statement mailed or otherwise made available to you to ensure that each and every transaction has been authorized by you. Your failure to promptly report any allegedly unauthorized transaction may result in such transactions and future allegedly unauthorized transactions to be considered authorized.
- c. **Business Online Banking Transactions.** You may print a record of any individual transaction conducted through business online banking at any time after the transaction is completed. You may also subsequently contact us to request a paper receipt for any such transaction provided it is no more than three (3) months from the date of the transaction. An Account Research Fee may be charged for such a paper copy as set forth in the *Fee Schedule or Account Analysis Fee Schedule*.

**5. Your Liability for Unauthorized Transactions and Advisability of Prompt Reporting:** You are responsible for all transfers you authorize using the electronic services described in this Account Agreement. If you permit other persons to use your Card, PIN(s), and/or Access Code, you are responsible for any transactions that person authorizes or conducts on any of your accounts, even if that person exceeds your authority. However, you must tell us AT ONCE if you believe your Card, PIN(s), and/or Access Code have been lost or stolen or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of minimizing your possible losses. A written notification to us should follow your telephone call. You could lose all the money in your account (plus your maximum overdraft Line of Credit, if you have one).

You will be liable for all unauthorized activity on your business accounts unless the unauthorized use is the result of our negligence or misconduct, although we will not be liable for our negligence or misconduct if you do not promptly notify us of the unauthorized activity. Specifically, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, you must tell us at once. If you do NOT tell us within thirty (30) days after the statement was mailed or delivered to you, the transfers reflected on the statement will be considered correct, and we will not be responsible for any error, claim, or unauthorized transfer included in the statement, even if the error or unauthorized transfer is the result of our negligence or misconduct.

If you are using a Visa Business Debit Card for transactions that take place on the Visa network system, Visa Rules and Regulations provide for zero liability for unauthorized transactions under certain conditions. This does not apply to transactions that are not processed through the Visa network. *These protections do not apply to transactions originating from your negligence and/or fraudulent use of your Visa Business Debit Card. We will also generally give you provisional credit within five (5) business days while we investigate your claims of an unauthorized transaction.*

**6. How to Notify the Credit Union in the Event of an Unauthorized Transaction:** If you believe your Card(s), PIN(s), or Access Code(s) have been lost or stolen or that someone will or may use it to transfer money

from your account(s) without your permission, you must notify us as provided in Part I Section 1 Paragraph 17 or call the number listed on your Card or periodic statement.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**7. PIN and Access Code Use and Security:** You understand that you cannot use your ATM Card, Commercial or Small Business Online Banking, Small Business Online Bill Pay Services, or other electronic transactions contemplated hereunder without the applicable PIN(s) or Access Codes. You are responsible for the safekeeping of your PIN(s) or Access Code provided by us or selected by you and for all transactions by use of an PIN or Access Code. Your use of a PIN or Access Code is your authorization to us to withdraw funds from your Savings account or checking account to cover such transactions. Your PIN(s) or Access Code(s) are confidential and should not be disclosed to third parties or recorded. You will notify us immediately and send written confirmation if your PIN(s) or Access Codes are disclosed to anyone other than an authorized signer or beneficial owner. You understand and agree that you must change the PIN(s) or Access Code immediately to prevent transactions on your account(s) if anyone not authorized by you has access to the PIN(s) or Access Code. If you disclose your PIN(s) or Access Code(s) to anyone, however, you understand that you have given them access to your account(s) and you are responsible for any such transaction. If you authorize anyone to use your PIN(s) or Access Code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your PIN(s) or Access Code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your PIN(s) or Access Code is changed.

You agree to: (a) take reasonable steps to safeguard the confidentiality and security of the PIN(s) and Access Code(s), and any other proprietary property or information we provide to you in connection with our electronic services; (b) closely and regularly monitor the activities of our employees who access your account(s) through our electronic services; and (c) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your EFT instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change any temporary passwords promptly after you are given access to our electronic services for the first time and whenever anyone who has had access to your Access Code is no longer employed or authorized by you to use the services. We may require you to change your Access Code at any time. We may deny access to our electronic services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the services or if we believe such action is necessary for security reasons.

Each time you make an EFT payment or transfer through our electronic services, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our electronic services allow you to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any EFT we receive through our electronic services, even if the order is not authorized by you, if it includes your Access Code or is otherwise processed by us in accordance with our security procedures.

**8. Card Safety Precautions:** YOU MUST KEEP YOUR CARD IN A SAFE PLACE AND PERMIT NO UNAUTHORIZED PERSON TO USE IT. YOU MUST NOT DISCLOSE YOUR ATM ACCESS CODE TO ANY UNAUTHORIZED PERSON OR WRITE IT ON YOUR CARD, CARRY IT IN YOUR WALLET OR PURSE, OR OTHERWISE MAKE IT AVAILABLE

TO ANYONE ELSE; YOU WILL IMMEDIATELY REPORT ANY LOSS OR THEFT OF YOUR CARD. IF YOU AUTHORIZE US TO ISSUE A CARD (OR ANY OTHER ACCESS DEVICE) TO ANYONE ELSE, YOU AUTHORIZE THAT INDIVIDUAL TO WITHDRAW FUNDS FROM YOUR ACCOUNT(S) WHICH CAN BE ACCESSED BY THE CARD REGARDLESS OF WHETHER THAT INDIVIDUAL IS AUTHORIZED TO WITHDRAW MONEY FROM THE ACCOUNT BY ANY MEANS OTHER THAN BY USE OF THE CARD.

9. All transactions affected by use of Commercial or Small Business Online Banking, Online Bill Pay, Electronic Check Transactions, Cards, or other electronic transaction contemplated hereunder which would otherwise require your actual signature, or other authorization, will be valid and effective as if actually signed by you when accomplished by use of an Electronic Check Transaction, the Card(s) and/or Access Code(s), or as otherwise authorized under this Account Agreement.

10. **Equipment.** You are responsible for providing and maintaining any equipment that is necessary for our electronic services, such as telephones, tablets, and computers. You agree to use equipment that is compatible with our programs, systems, software and equipment, which we may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with our electronic services, even if we have previously approved their use. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE ELECTRONIC SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.**

You agree to notify us promptly if any software or equipment we provide to you becomes defective. Our sole responsibility (if any) in such instances will be to repair or replace the defective software or equipment. You agree to comply with the terms of any software license(s) provided to you in connection with our electronic services. You may not transfer, distribute, copy, reverse compile, modify or alter such software. Unless otherwise agreed to by us in writing, the computer programs, service guides, security procedures, software and systems provided to you in connection with our electronic services represent our proprietary property and must be returned to us upon request.

11. **Fees for EFTs.** All fees associated with your EFTs are disclosed in our *Fee Schedule* or *Account Analysis Fee Schedule*. Any fees charged will be deducted from your checking or savings account. The Credit Union reserves the right to increase or add new fees at a future date after we give you notice of such fees as required by law.

12. If you have been issued an additional Card for a beneficial owner or authorized signer on your account, any applicable transaction fees outlined in our *Fee Schedule* will be based on combined transactions. Withdrawals from more than one account or additional withdrawals from the same account during a single access will be counted as multiple withdrawals. Generally, transaction fees will be charged to your account within two (2) business days from the day they are incurred. The fee may not be recorded on the transaction receipt produced by the ATM, but it will be itemized on your monthly statement.

13. If you use an ATM that is not operated by us, you may be subject to additional fee(s) imposed by another financial institution, merchant, and/or by an automated transfer network. You may be charged a fee for a balance inquiry even if you do not complete a funds transfer. This practice is known as "surcharging" and is in addition to any ATM fees charged by us.

14. **Information Processing and Reporting.** We offer a number of electronic services that require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing,

we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

## SECTION 2: ADDITIONAL DISCLOSURES APPLICABLE TO DEBIT CARDS

1. The disclosures in this section apply to the use of your Card to conduct EFTs, including, but not limited to, use of the Card at ATMs and POS terminals. You must be a Credit Union account holder in good standing with a checking account to qualify for a Business Visa Debit Card. By use of your Card at a participating POS terminal, you authorize us to make withdrawals from your designated account for cash advances and/or purchases. Access to ATMs is through the use of a Card and a PIN.

2. **Ownership of Card.** The Card remains our property, and you agree to surrender the Card to us upon demand. We may cancel, modify, or restrict the use of any Card upon proper notice or pursuant to the provisions in this Account Agreement. We may also cancel, modify, or restrict the use of any Card without notice if: (a) any of your accounts have a negative balance that is not paid within the time provided in this Account Agreement; (b) you use your Card in a manner which may cause a loss to us; (c) your account is inactive; (d) any mail sent to your address is returned to us as undeliverable; (e) any email sent to you by us is returned as undeliverable; (f) your account has one (1) or more NSF items or transactions; (g) we are aware that you have violated any term of this Account Agreement, whether or not we suffer a loss; or (h) where necessary to maintain or restore the security of your account(s) or the POS system. We also reserve the right to recall the Card through retrieval by any of the ATMs.

3. The following transactions are available when using the Card and PIN at Credit Union ATMs:

- Cash withdrawals from and deposits to your Business Savings account(s) and Business Checking account(s);
- Transfers from your Business Savings account(s) and Business Checking account(s) to Business Savings account(s), and Business Checking account(s).
- Certain loan payments made by cash, check, or by transferring funds from your Business Savings Account(s) or Business Checking Account(s); and
- Account balance inquiries.

Some of the above transactions may be unavailable at all terminals. All payments and deposits are subject to later verification by us. Any loan payments made at ATMs will be credited to your loan the same day, provided your payment is made on a business day before 1:00 p.m. Pacific Time; payments made after that time or on a non-business day will be credited on the following business day.

4. The following transactions are available when using nonproprietary ATM designated by the Credit Union (including Visa®, Allpoint, the CO-OP Network, STAR<sup>SM</sup>, or PLUS ATMs):

- Transfers or cash withdrawals
- Balance inquiries on your Business Savings and Business Checking account(s)
- Deposits (only available at CO-OP ATMs)

All such transactions will access your primary account(s) unless otherwise designated.

In addition to these transactions at ATMs, you can use your Business Debit Card to pay participating merchants for goods or services through Visa® Point-of-Sale, STAR and Maestro® point-of-sale (POS) terminals.

You can also use your Business Debit Card to:

- A. Pay participating Visa merchants for goods or services by a signature transaction
- B. Withdraw cash from your checking account by a Visa® signature cash advance transaction at participating financial institutions or from others who honor the Card

NOTE: Transactions at a nonproprietary ATM or terminal may be subject to fees charged by the operator of the terminal.

**5. Limitations on Frequency and Dollar Amounts of Transactions:** For security reasons, in the event your Card or PIN is lost or stolen, there are limits on the dollar amount of transactions you can make on the ATM System.

**6. Safety Tips for Using an ATM or POS Terminal:** When using your Card you should observe the following precautions:

- a. Be aware of your surroundings, particularly at night;
  - b. Consider having someone accompany you when using the ATM or POS terminal after dark;
  - c. Have your Card ready in your hand as you approach the ATM, rather than waiting to get to the ATM or POS terminal to take it out of your purse or wallet;
  - d. Be careful that no one can see you enter your PIN, by using your other hand or body to shield the ATM/POS terminal keyboard as you enter your PIN;
  - e. Put away cash as soon as the transaction is completed, do not display it, and do not count the cash until later in the safety of your vehicle or home;
  - f. If you notice anything suspicious when approaching the ATM, defer the transaction until later or use another ATM or POS terminal;
  - g. If you notice anything suspicious while transacting business, immediately cancel the transaction and put your Card away;
  - h. Visually inspect the ATM for possible skimming devices. Potential indicators can include sticky residue or evidence of an adhesive used by criminals to affix the device, scratches, damaged or crooked pieces, loose or extra attachments on the card slot, or noticeable resistance when pressing the keyboard;
  - i. To keep your account information confidential, always take your receipts or transaction records with you; and
  - j. Immediately report all crimes to the ATM or POS terminal operator and local law enforcement officials.
- 7. Right to Receive Documentation of Transactions:** Generally, you will receive a receipt at the time you make an ATM transaction. You should retain this receipt and compare it with your statement.
- 8. Making Electronic Fund Transfers:** You agree to follow the instructions posted or otherwise given by us or the Network ATM systems concerning the use of the ATMs.
- 9.** You understand and agree that we accept deposits at an ATM subject to verification and collection by us and such deposits may only be credited or withdrawn in accordance with our Funds Availability Policy. Transactions accomplished after the close of business each day will be deemed to have occurred on our next business day. In addition, if you make a deposit at any third party ATM, such as CO-OP Network ATMs, and you make an error, such as entering an incorrect amount on an ATM keypad and/or other incorrect instructions, the third party may assess a charge for processing and reconciliation.

## Foreign Transactions and Charges

**10.** Purchases and cash advances processed outside of the United States or in a foreign currency will be billed to your account in U.S. dollars. The conversion to U.S. dollars will be made in accordance with Visa operating regulations for international transactions. In the event that an international transaction is converted to U.S. dollars, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or (2) the government-mandated rate for the applicable central processing date. The processing date on which the exchange rate is applied may differ from the date you used your debit card. When a credit to the account does not fully offset a charge to the account due to changes in the rate, you are responsible for the difference.

We charge an International Service Assessment (ISA) Fee for ATM and debit card transactions settled outside the United States (including Internet transactions initiated in the United States, but processed by a merchant outside the United States) of 1.00% of the transaction amount for transactions requiring a currency conversion. An ISA Fee of 0.80% of the transaction amount is charged for transactions processed in U.S. dollars.

## Additional Disclosures Applicable to Point-Of-Sale Transactions

**11.** The limitations on dollar amounts of transactions described hereunder apply to each ATM Card and Debit Card for transactions in aggregate on all of your accounts under the same member number.

**12.** You may not stop payment on a completed electronic Point-of-Sale transaction debiting your account.

**13. Types of Available Transactions and Limits on Transactions.** By use of your Card with your PIN or signature at a participating POS terminal, you authorize us to make withdrawals from your checking account for cash advances and/or purchases. You understand that overdraft protection may not be available for such transactions for funds availability or authorization purposes.

**14. Account Access.** You may use your Card to withdraw cash from your checking account by way of a cash advance from merchants, financial institutions, or others who honor the Card. You understand that your Card is not a credit card and does not provide "credit."

**15. Limitations on Frequency and Dollar Amounts of Debit Card POS Transactions.** You may make cash advances and purchases only to the extent that you have available funds in your Business Checking account subject to applicable limitations. However, the amount that you may withdraw daily or in any single use of the merchant POS terminal may differ, where limits are determined by each individual participating merchant.

**16. Limitations on Debit Card Transactions.** Debit cards may be used to access your checking accounts from any merchant location that accepts the Visa Business Debit card. The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. The available balance in your account will be reduced by the amount of any transaction for which the merchant receives authorization from us, even if we have not yet received or processed the documentation evidencing the transaction. When the document has cleared through us, any hold placed on your account for the amount of the transaction will be released and your account will be debited for the amount of the transaction, although there may be a delay in the hold releasing if our system does not match the final transaction that posts with the hold; however, the hold will be released upon its expiration (after up to three (3) days for most transactions). We are not responsible if we do not authorize or if we dishonor other POS, ATM, or check transactions drawn on your account while a hold is placed on your account.

**17. Right to Receive Documentation:** Generally, you will receive a receipt from the merchant or financial institution at the time you make a purchase or obtain a cash advance from your Business Checking or Business Savings account. You should retain these receipts to compare with your statement.

**18. Card Claims and Transaction Questions:** When you authorize other parties to debit your account, you are responsible for these transactions. Thus, you may have to contact these parties directly if you have questions or complaints about your transactions. Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted the Card. We will not be able to help you because we only have the information received from the other party. Any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip. You are not permitted to stop payment on any purchase made through the use of your Card.

**19. Debit Card Purchase Returns and Adjustments:** Any refund to you by a merchant or seller of goods or services may be made on a credit voucher signed by you and submitted to us by the merchant or seller, or through a cash refund. If a refund is made by credit voucher, the amount of your credit will be indicated on your Business Checking account statement.

**20. Use of Debit Card:** The use of your debit card shall be through PIN activation or your signature. You agree that all transactions made with your authorized PIN or signature utilization are made by you, and you accept all financial liability for such transactions. You also agree to sign your signature in the space provided on your debit card for additional security and protection. You agree to keep your PIN protected as described under Section 1 Paragraph 10 hereunder. In addition, online transactions you initiate using your Business Debit Card may be subject to further verification through Verified by Visa, a service merchants may use to validate your identity.

**21. Transaction Fees:** Merchants and institutions other than the Credit Union may charge transaction fees for your transactions with them. These fees will be included in the amount of the transaction as it appears on your statement.

### SECTION 3: ADDITIONAL DISCLOSURE APPLICABLE TO BUSINESS ONLINE BANKING

**1. Terms of Transactions:** If you choose to use the Commercial or Small Business Online Banking, Web or Mobile Banking, Online Bill Pay services, in addition to the Electronic Access System terms and features previously discussed hereunder, you will be provided additional terms and disclosures when you enroll in such Commercial or Small Business Online Banking and Online Bill Pay services that you must agree to. Your log on credentials will be sent to you via two secured emails; after you have completed all applicable documents, including but not limited to the Cash Management Services Agreement, Automated Clearing House Origination Service Addendum, Security Procedures, Commercial or Small Business Online Banking Application and Approval Form, Business Online Banking ACH Origination and Approval Form, and Business Mobile Deposit Application form.

### SECTION 4: ADDITIONAL DISCLOSURES APPLICABLE TO ELECTRONIC CHECK TRANSACTIONS

**1.** If you have authorized a one-time transfer of funds from your account via ACH where you have provided a paper check or check information to a merchant or other payee in person, by telephone, or via the Internet, to capture the routing, account, and serial numbers to electronically initiate the transfer (an "Electronic Check Transaction"), the following applies to you:

**2. Types of Available Transactions:** You may authorize a merchant or other payee to make a one-time Electronic Check Transaction from your checking account using information from your check to (1) pay for

purchases or (2) pay bills. You may also authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

**3.** You may make such a payment via ACH where you have provided a paper check to enable the merchant or other payee to capture the routing, account, and serial numbers to initiate the transfer, whether the check is blank, partially completed, or fully completed and signed; whether the check is presented at POS or is mailed to a merchant or other payee or lockbox and later converted to an EFT; whether the check is retained by the payor, the merchant, other payee, or the payee's financial institution; or you have provided the merchant or payee with the routing, account, and serial numbers by telephone or via the Internet to make a payment or a purchase.

**4. Account Access:** Electronic Check Transactions may only be made from your checking account.

**5. Limitations on Dollar Amounts of Transactions:** You may make Electronic Check Transactions only to the extent that you have available funds in your checking account.

### SECTION 5: ADDITIONAL DISCLOSURES APPLICABLE TO ACH TRANSACTIONS

**1. Account Access:** You may use our ACH services to make one-time and recurring ACH deposits and payments. If you schedule your preauthorized payment due date to occur on a non-business day, it will be sent out on the next business day.

**2. Types of Transactions:** You may use our ACH services to perform the following transactions:

- a. Make deposits to your savings or checking account;
- b. Pay bills directly from your savings or checking account in the amounts and on the days you request;
- c. Make loan payments;
- d. Authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay bills or pay for purchases; and
- e. Authorize a merchant or other payee to debit your checking account for returned check fees or returned debit entry fees.

All payments and deposits are subject to later verification by us.

**3. ACH Credit (Deposit) Entries:** If you have arranged to have ACH credit (deposit) entries made to your account, you can call us at 800-553-0880 to find out whether or not the deposit has been made. We have no obligation to provide you with notice of such ACH credits, other than including them on your periodic statements. Any ACH credits received to your account are provisional until we receive final settlement through the Federal Reserve, and if final settlement is not received, we will deduct the amount of the credit from your account.

**4. Right to Stop Payment and Procedure for Doing So:** You can place a stop payment on a recurring payment through our Commercial or Small Business Online Banking system or you may ask us orally at least three (3) business days or more before the next payment from your account is scheduled to be made. If you call or tell us orally, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call or the stop payment order will cease to be binding. We will charge you a fee for each stop payment order you give as set forth in our *Fee Schedule or Account Analysis Fee Schedule*.

If you stop payment on a preauthorized payment from your account and that payment is a recurring debit, the stop payment applies only to that particular payment. You are not revoking authorization for the third party to receive the recurring payment. If you have requested to cancel the



entire preauthorized payment authorization, you understand and agree that you must also contact the third party to cancel (revoke) the entire preauthorized payment authorization and provide us with a copy of your written revocation notice to the third party.

**5. Initial Authorization:** You can get copies of the preauthorized payment documentation from the payee at the time you give them the initial authorization.

**6. Our Liability for a Failure to Stop Payment:** If you place a stop payment order three (3) or more business days or more before the transfer is scheduled, and we still pay, we will be liable for your losses or damages.

**7. Unauthorized ACH Corporate Debits:** You understand that, as the "Receiving Depository Financial Institution" (RDFI) for debit entries to your business account, the Credit Union may return debit entries if you (the "Receiver") notify us that entries were not properly authorized or that were improperly originated. You must notify us of any unauthorized ACH debits within sufficient time for the Credit Union to initiate a return entry within the timeframe required under the NACHA Rules for Return Reason Code R29 (Corporate Customer Advises Not Authorized), which is generally two (2) business days. If you fail to provide us notice within such timeframe, we may transmit a Permissible Return Entry, provided that the Originating Depository Financial Institution has agreed to accept the late return entry.

**8.** An unauthorized debit entry is an entry in which:

- The authorization requirements have not been followed in accordance with NACHA Rules or are invalid under applicable law;
- A transaction was initiated in an amount different than that authorized by the Receiver;
- A transaction was initiated for settlement earlier than authorized by the Receiver..

## PART V – FUNDS TRANSFER AGREEMENT AND NOTICE

**1.** This Funds Transfer Agreement and Notice ("Funds Transfer Agreement") contains several notices which the Credit Union is required to provide to you and establishes other terms of agreement which will apply to all funds transfers which involve you and the Credit Union, as governed by Uniform Commercial Code and federal Regulation J, Subpart B. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of all of the terms and conditions contained in this Funds Transfer Agreement.

To the extent that the terms contained in this Funds Transfer Agreement are different than those in any other agreement or terms of account, this Funds Transfer Agreement shall control and be deemed to modify such other agreements or terms of account. If any part of this Funds Transfer Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

**2.** This Funds Transfer Agreement applies to Funds Transfer as defined in the Article 4A of the Uniform Commercial Code and Subpart B of Regulation J of the Board of Governors of the Federal Reserve. This law and regulation cover the movement of funds by means of wire transfers, Automated Clearing House (ACH) credits and some book transfers on the Credit Union's records.

**3.** The Credit Union may establish or change cut-off times for the receipt and processing of funds transfer requests, amendments or cancellations. Unless other times are posted for the various types of funds transfers, the cut-off time for online wire transfers will be 2:30pm PT on each business day that the Credit Union is open which is not a federal holiday for domestic transfers, while international transfers must be received by 1:30pm PT. Payment orders, cancellations, or amendments received after the applicable cut-off time may be treated as having been

received on the next following business day and processed accordingly.

**4.** We may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you or other authorized party with the right of access to the account from which the funds transfer is to be made (collectively, your "Authorized Agents"). You must provide us with a complete list of your Authorized Agents at the time the funds transfer is initiated, as only you and your Authorized Agents will be permitted to initiate funds transfers from your accounts at the Credit Union. You understand and agree that you are fully responsible for all transactions conducted by your Authorized Agents, regardless of whether such transactions are authorized by you or exceed the amounts of any transactions authorized by you. You must promptly notify the Credit Union of any changes in your Authorized Agents by providing written notification of change. Changes in Authorized Agents by you shall be effective the business day following receipt of written notice or a new Funds Transfer Agreement.

**5.** The Credit Union may establish, from time to time, security procedures to verify the authenticity of a payment order. You understand and agree that the Credit Union may amend the security procedure(s). You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using the security procedure(s). In the event, we shall have no obligation to accept any payment order from you or the Authorized Agents on the account until you and we agree, in writing, on an alternative security procedure. Provided we comply with security procedure(s), you will be liable for payment of the transferred amount and transfer fees, even if the transfer request was not actually transmitted or authorized by you. If we do not follow the security procedure(s) but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record electronically or otherwise any telephone calls relating to any transfer under this Funds Transfer Agreement.

**6.** If you send or receive a wire transfer, Fedwire may be used. Regulation J is the law governing all Fedwire transactions. This means that your rights and liabilities with regard to a wire transfer involving Fedwire will be governed Regulation J. We shall be excused from delaying or failing to execute a funds transfer if it would result in us exceeding any limitation on our intra-day net funds position established through the Federal Reserve guidelines or it would result in violating any present or future risk control program of the Federal Reserve or a rule regulation of other governmental regulatory authorities.

**7.** If you give the Credit Union a payment order which identifies the beneficiary (recipient of the funds) by both name and identifying account number, payment may be made by the beneficiary's financial institution based on the identifying account number, even if the number identifies a person different than the named beneficiary. This means that you will be responsible to us if the funds transfer is completed based on the identifying account number you provided to us.

**8.** If you give us a payment order which identifies an intermediate or beneficiary's financial institution by both name and an identifying number, a receiving bank may rely on the number as the proper identification even if it identifies a different person/entity than the named financial institution. This means that you will be responsible for any loss or expense incurred by the receiving financial institution, which executes or attempts to execute the payment order in reliance on the identifying number you provided.

**9.** We shall not be liable for acts or omissions by you or any other person including, without limitation any funds transfer system, any Federal Reserve Bank, any beneficiary's financial institution, and any beneficiary, none of which shall be deemed our agent.

**10.** We may give you credit for ACH payments before we receive final settlement of the funds transfer. Any such credit is provisional until we receive final settlement of the payment. You are hereby notified and

agree, if we do not receive such final settlement, that we are entitled to a refund from you of the amount credited to you in connection with that ACH entry. This means that we may provide you with access to ACH funds before we actually receive the money. However, if we do not receive the money, then we may reverse the entry on your account and you would be liable to repay us.

11. ACH transactions are governed by National Automated Clearing House Association (NACHA) rules. In accordance with these rules, we will not provide you with next day notice of receipt of ACH credit transfers to your account. You will continue to receive notices of receipt of ACH items in your periodic account statements.

12. If we receive a funds transfer for you or for other persons authorized to have access to your account, you agree that we are not obligated to provide you with next day notice of the receipt of the funds transfer. We will provide you with notification of the receipt of all funds transfers by including such items in your periodic account statements. You may, of course, inquire between receipt of periodic statements whether or not a specific funds transfer has been received.

If we receive notice that a wire transfer transmitted by us has been rejected, we shall notify you of such rejection including the reason given for rejection by telephone, electronic message, or U.S. mail. We will have no further obligation to transmit the rejected wire transfer if it complied with this Funds Transfer Agreement with respect to the original transfer request.

Except to the extent required applicable law, you shall have no right to cancel or amend any transfer request after it is received by us; however, we shall use reasonable efforts to act on a cancellation or change request as long as it is received from you in accordance with the agreed-upon security procedures. We shall have no liability if the cancellation or change is not affected.

Please refer to the Cash Management Service Agreement for terms relating to specific terms relating to initiation of Funds Transfers, your liability for Funds Transfers, our security procedures, and our responsibilities and liabilities relating to Funds Transfers.

13. If we become obligated under Article 4A to pay interest to you, you agree that the rate of interest to be paid shall be equal to the dividend rate, on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

14. We may, in our sole discretion, reject any funds transfer request which (1) exceeds the collected and available funds on deposit in your designated account(s); (2) is not authenticated to our satisfaction or which we reasonably believe may not be authorized by you; (3) contains incorrect, incomplete, or ambiguous information; (4) involves funds subject to a lien, hold, dispute or legal process pending their withdrawal; or (5) involves a transfer that is prohibited under applicable law, rule, or regulation. You understand and agree that we shall incur no liability for any loss caused by our refusal to accept any funds transfer order.

15. We shall have the right to charge the amount of any funds transfer request to any of your accounts at the Credit Union in the event that no account is designated, or in the event that a designated account has insufficient collected funds to cover the amount of the funds transfer request. We may charge a service fee for services relating to the sending or receiving of the funds transfer request. Such fees are set for in the Credit Union's *Business Fee Schedule or Account Analysis Schedule of Fees*,

16. If you initiate a funds transfer request denominated in United States dollars or foreign currency for transfer to a foreign country, we may transfer payment in United States dollars or the currency of the beneficiary bank's country at our buying rate of exchange to United States dollars. If the transfer is returned for any reason, you agree to accept the refund in United States dollars in the amount of the foreign

money credit, based on the then-currency buying rate of the bank converting the currency to United States dollars at the date of refund, less any charges and expenses we incur.

17. Except as expressly prohibited by applicable state and federal laws and regulations, you understand and agree that we will not be liable for any loss or liability arising from (1) an unauthorized transfer or interest thereon (including, but not limited to, fraudulent transfers and/or a transfer which we failed to abide by the agreed upon security procedures) which you fail to report to us within thirty (30) days after your receipt of your monthly statement the transfer; (2) any negligent or intentional action or inaction on the part of any person not within our reasonable control, including, but not limited to, the failure of other financial institutions to provide accurate or timely information; (3) the failure of other financial institutions to accept a funds transfer order; (4) your negligent or intentional action or inaction and/or breach of this Funds Transfer Agreement; (5) any ambiguity or inaccuracy or inaccuracy in any instruction given to us by you or your Authorized Agent; or (6) any error, failure or delay in execution of any funds transfer instruction, or cancellation or amendment caused by circumstances beyond our reasonable control, including, but not limited to, any computer or communication facilities malfunction.

18. Except as otherwise provided by applicable state or federal laws or regulations, our liability for any negligent or intentional action or inaction in connection with any funds transfer request shall be limited to your direct loss and payment of interest. UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY LOST PROFITS. CONSEQUENTIAL INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHICH YOU MAY SUFFER IN CONNECTION WITH THIS AGREEMENT AND/OR ANY FUNDS TRANSFER REQUEST.

19. Subject to applicable state and federal laws and regulations, we may amend the terms of this Funds Transfer Agreement at any time. By thereafter using or continuing to use our funds transfer services, you agree to such amendments.



For more information about Tech CU's  
financial products, services, and  
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online

**[www.techcu.com/business](http://www.techcu.com/business)**

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