

This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Signature Card. The words "we," "us," and "our" mean Rogue Credit Union ("Credit Union"). The word "account" means any one or more share accounts you have with the Credit Union. The classification and form of ownership of your account(s) is designated on your Signature Card(s). Your electronic consent constitutes your electronic signature.

By signing a Signature Card or completing and transmitting an online account card or service request, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, Truth-in-Savings Disclosures and the Rate and Cost Recovery Schedule accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

*The USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license and other identifying documents. This notice is being provided to you as adequate notice given under this act.*

## I. MEMBERSHIP AND ACCOUNTS

**1. Membership Eligibility.** To be eligible for membership in the Credit Union, an individual is required to have at least one deposit or loan account. The account is required to have a balance that is not equal to \$0, or in the case of a revolving line of credit account, a credit limit that is greater than \$0. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services requested or offered.

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

**3. Joint Accounts.** An account owned by two or more persons is a joint account.

**a. Rights of Survivorship.** If your account is a joint account, the account is owned as a joint account with rights of survivorship. Upon the death of one of the joint owners, that person's interest will become the property of the surviving joint owners.

**b. Rights of Joint Owners.** Any joint owner is authorized and deemed to act for the other owner(s). We may accept orders and instructions regarding the account and requests for future services from any account owner, except to close the account. Each account owner guarantees the signature of the other owners. Any account owner may withdraw funds in the account, stop payment on items drawn on an account, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and we will have no duty to notify any other joint account owner(s). The member may remove the joint owner from the account with or without the permission of the joint owner; however, the joint owner may not remove the member. If we receive written notice of a dispute between account owners or receive inconsistent instructions from them, we may suspend or terminate the account, require a Court Order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

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

**4. POD Beneficiaries.** A Payable on Death (POD) designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetime, and upon the death of the last joint owner, payable to any named and surviving POD beneficiary designated on your POD card. If more than one Payee is named, then each shall receive an equal share of the funds in the Account, and the ownership interest of the POD Payee shall be held with the right of survivorship unless otherwise designated. IRA accounts are governed by a separate beneficiary designation. We will at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**5. Accounts for Minors.** For any account established by or for a minor, we reserve the right to require that the minor account owner have a parental joint owner or custodian who is at least eighteen (18) years of age who will be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account will be owned as a joint account with rights of survivorship. We may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint owner, the parent or guardian will not have any right to access the account. We have no duty to inquire of the use or purpose of any transaction by the minor or joint owner. The minor account owner's tax identification number must be shown on the Signature Card.

**6. Accounts for Living Trusts.** An account for a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. The trustee(s) will sign a Signature Card and provide evidence of the trustee's authority. Trustee warrants that a valid living trust has been created, is currently existing, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). Trustee agrees to notify us in writing if a change of trustee occurs. We may withhold payment of funds to any party until proper evidence of authority is provided. We may rely upon the directions of any one trustee until a written notice of revocation of the living trust is received. Funds may be released to any one trustee acting alone or with a co-trustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which we rely prior to notice of revocation of the trust. This Agreement will be binding on the trust, any trustee, successor trustee and beneficiaries.

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

**a. Endorsements.** You authorize us, at our discretion, to accept transfers, checks, drafts and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize us to supply missing endorsements if we choose to. We reserve the right to require endorsements and to verify them. Endorsements must be placed in the space on the back of the check between the top edge and 1 1/2 inches from the top edge. We may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.

**b. Collection of Items.** We will not be responsible for deposits made by mail or at an unstaffed facility until we actually receive them. In handling items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We reserve the right to send any item for collection.

**c. Final Payment.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If we incur any fee to collect any item, we may charge such fee to your account.

We reserve the right to refuse or to return all or any item or funds transfer. We have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use.

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

e. *Crediting of Deposits.* Deposits made after 4:00 p.m. and deposits made on Saturdays, Sundays, and federal holidays will be credited to your account on the next business day. Ask for our current deposit cutoff times. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by us. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection.

**8. Account Access.**

a. *Authorized Signature.* We are authorized to recognize your signature but will not be liable for refusing to honor it or any instructions of yours if we believe in good faith that the signature is not genuine. If you have authorized the use of a facsimile signature, we may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.

b. *Access Options.* You may make withdrawals or transfers from your account in any manner which is permitted by us (i.e., Internet Banking, check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, or telephone). If we accept any draft that is not drawn on a form provided by us, you will be responsible for any loss incurred by us for handling the draft. We may return as unpaid any check that is not drawn in the form provided by us.

c. *ACH & Wire Transfers.* If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer.

You agree that if you receive funds by a wire or ACH transfer, we are not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. We may provisionally credit your account for an ACH transfer before we receive final settlement. You agree that if we do not receive final settlement for a transfer, we may reverse the provisional credit to your account, or you will refund the amount to us. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

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

e. *Electronic Check Transactions.*

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

(2) *Electronic Re-presented Checks.* If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or subsequent holder of the check may re-present the check to us, through an electronic instruction ("Electronic Re-presented Check") to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of the Electronic Funds Transfer Agreement and Disclosure. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of the electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will re-credit your account with the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor's bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

**9. Account Rates and Fees.** Our payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Cost Recovery Schedule and each Deposit Receipt, which are incorporated herein by this reference. You agree that we may impose fees and charges for the deposit account services provided by us. A current Rate and Cost Recovery Schedule has been provided to you separately. You agree that we may change the Rate and Cost Recovery Schedule from time to time and you will be notified of such changes as required by law.

**10. Transaction Limitations. Withdrawal Restrictions.** We will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Cost Recovery Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, we may allow those withdrawals for which there are sufficient available funds in any order at our discretion. We may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered us to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. We reserve the right to require members to give notice in writing of any intended withdrawals from any account of not less than 7 days and up to 60 days, as required by law, before such withdrawal.

**11. Overdrafts.**

a. *General Overdraft Liability.* If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH, debit card or ATM card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay a return item fee. We may charge a fee each time a check or item is submitted or resubmitted for payment and returned. We have no control over how many times a merchant or other third party resubmits and item. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

b. *How We Process Checks and Other Items.* We pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Transactions may not be presented in the order which they occurred, and the order in which checks or items are received and processed may affect if an overdraft occurs. Insufficient balances on your account may result from a variety of transactions including without limitation checks, automated clearing house (ACH) debits such as online bill payment transactions, payments or withdrawals you or a joint owner authorize, items deposited and returned unpaid by the paying institution, and service charges. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later, as determined by the merchant or its processor. Merchant authorizations may result in a temporary hold on the funds in the account for the amount of the authorized transaction. In some cases there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. For ACH items, credits are processed first and ACH debits processed second in the order they are received.

*Available Balance.* The Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction. Available balance is your actual balance minus the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item. You must be certain there are enough funds in your account at all times to pay checks or other transactions you authorize.

(1)

(2)

c. *Overdraft Protection Plans.* If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.

(1) *Transfers from Savings.* We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer as set forth on the Rate and Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing. Transfers from a savings account will be governed by this Agreement.

(2) *Transfers from Line of Credit.* We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a line of credit account or VISA line of credit of yours, if applicable, unless you designate a different order. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in amounts necessary to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing. Your Loan Agreement will govern transfers from an overdraft line of credit account.

**12. Postdated and Stale Dated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify us of the postdating. Your notice will be effective only if we receive the notice in time for us to notify our employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for our computer to identify the check. If you give us an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and we may charge your account as of the date we pay the item. You may make an oral notice which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6)

months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, draft, or other items before they are properly payable. We are under no obligation to you to pay a check or draft drawn on your account which is presented more than six months after its date.

**13. Stop Payment Orders.**

a. *Stop Payment Request.* You may ask us to stop payment on any check/draft drawn upon your checking account. You may request a stop payment on a check/draft that you authorized the conversion of that check/draft to an electronic transaction that it will be presented for payment electronically through Automated Clearing House (ACH) processes. You understand that the Credit Union will not stop payment on an item if it is processed as an Electronic Draft/Check Conversion Transaction and you have not specifically indicated that in your request. You may request a stop payment by telephone, by mail, or in person. The stop payment will be effective if we receive it in time for us to act upon it and you state the number of the account, type of transaction, date and number of the check/draft and its exact amount.

If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for us to act upon it, we will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to us, and to assist us in legal action taken against the person. Stop payment orders will generally be permitted orally. If you call, you agree that we may record your stop payment order request. We reserve the right to require written stop payment orders. All orders will be confirmed in writing by the Credit Union in the form of a written notice of confirmation delivered to the member. Our records will be conclusive evidence of the existence, details of your stop payment order or its revocation.

b. *Duration of Order.* A stop payment order will be effective for six (6) months. If you do not want the order to expire after six (6) months, you must renew it. Each renewal is treated as a new order. We are not obligated to notify you when a stop payment order expires.

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

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

**15. Credit Union's Liability for Errors.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if:

- (1) through no fault of ours, your account does not contain enough money to make the transaction;
- (2) circumstances beyond our control prevent the transaction;
- (3) your loss is caused by your negligence or the negligence of another financial institution; or
- (4) the money in your account is subject to legal process or other claim.

We will not be liable for consequential damages except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable governing laws, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by us. You grant us the right, in making the payments of deposited funds, to rely exclusively on the type and ownership of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

**16. Credit Union Lien and Security Interest.** To the extent you owe us money as a borrower, guarantor, endorser or otherwise, we have a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. We may apply these funds in any order to pay off your indebtedness without further notice to you. If we choose not to enforce this lien, we do not waive our right to enforce the lien at a later time. In addition, you grant us a consensual security interest in your accounts and agree that we may use the funds from your accounts to pay any debt or amount owed to us, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

**17. Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, we may refuse to pay out any money from your account until the dispute is resolved. If we incur any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

**18. Account Information.**

(a) *Upon your request,* we will inform you of the name and address of each credit reporting agency from which we obtain a credit report in connection with your account. We agree not to disclose information to third parties about your account regarding any transaction or balances except when:

- (1) it is necessary to complete the transaction;
- (2) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations;
- (3) such disclosure is in compliance with the law, government agencies or court orders; or
- (4) you give us your written permission.

(b) *Contact Authorization.* By providing your telephone and email information to the Credit Union you expressly authorize the Credit Union and its third parties, including debt collectors, to contact you at any telephone number or email address you entered, so we can assist you with your account and account services or take measures to collect debts, notify you of security or identify theft issue, or prevent fraud on your account. You agree the Credit Union may use automatic telephone dialing systems, which may also include pre-recorded or artificial voice messages, in connection with calls, or text messages made to any telephone number you entered, even if the telephone number is assigned to a cellular telephone service or other service for which the called party is charged. You may revoke this authorization at any time by notifying the Credit Union.

**19. Notices.**

a. *Name or Address Changes.* It is your responsibility to notify us upon a change of address or change of name. We are only required to attempt to communicate with you at the most recent address you have provided to us. We will accept change of address notices by written instruction and may require that any other notice from you be provided in writing. If we attempt to locate you. You authorize us to update your account records with any notification of change of address issued by the U.S. Postal Service.

b. *Notice of Amendments.* Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. We will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership, such as adding or removing a joint owner, must be evidenced by written instruction which, upon execution, will be incorporated herein by this reference. We reserve the right to waive any term in this Agreement. Any such waiver will not affect our right to enforce any right in the future.

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

**20. Taxpayer Identification Numbers (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, we are required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, we may suspend the opening of your account.

**21. Statements.**

a. *Contents.* You will receive a periodic statement of all transactions and activity on your account during the statement period. For checking accounts, you understand that your original draft will not be returned to you, but copies will be retained by our processors and made available to you. You agree that our retention of drafts does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any error. You understand statements and checks are considered to have been made available to you on the date the statement is mailed to you.

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

c. *Examination.* You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, or unauthorized item drawn on your account if:

- (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or
- (2) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

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

**22. Dormant and Abandoned Accounts.** If you have not conducted some form of activity on your account with us within twelve (12) months, we will consider your account inactive. If a deposit or withdrawal has not been made on the account and we have had no other contact with you for three (3) years, as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over

to the state, we have no further liability to you for such funds, and if you choose to reclaim those funds, you must apply to the appropriate state agency.

**23. Death of Account Owner.** We may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. We may continue to honor all transfers, withdrawals, deposits and other transactions on the account until we learn of an account owner's death. Once we learn of the member's death, we may pay checks or honor other payments, or transfer orders authorized by the deceased member for a period of ten (10) days unless we receive instructions from an authorized person to stop payment on the checks or other items. You agree that we can require anyone claiming funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

**24. Termination of Account.** You may close your account at any time by notifying us in writing and clearing any and all obligations owed to us by you. We will consider your account closed if you have no funds in the account and no activity on the account for one hundred eighty (180) consecutive days. We may close your account at any time by mailing a notice to you, together with a check or draft for the balance of the account, and we will not be liable for refusing to pay any draft or other item presented after the account is so closed. You may be denied services and your membership may be ended for any reason allowed by applicable law, including causing a loss to the Credit Union.

**25. Special Account Instructions.** Any changes to your account ownership must be requested on a Signature Card and accepted by us. We will not recognize the authority of someone you have given power of attorney to without written authorization and an acceptable written Power of Attorney on file at the Credit Union. The Credit Union does not act as a trustee for any account or transaction. In setting up an account for a trust, we are merely acting as a depository for the funds. Any decision about ownership or management of funds is made by the appointed trustee. We cannot make decisions about paying funds out to the beneficiaries without instructions from a trustee. If you ask us to follow instructions that we believe might expose us to legal action, whether directly or indirectly, we may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union.

**26. Illegal Transactions;** You agree that you will not use any Credit Union services or loan or deposit accounts to make or cause to be made any transaction that is deemed illegal under applicable law, including, but not limited to, any gambling activity, embezzlement, identity theft, money laundering, or terrorist activity. We may delay processing or refuse to process any transaction that we believe to be illegal, suspicious, unenforceable, or involves unlawful internet gambling. You agree to indemnify us and hold us harmless from any liability of any kind and costs incurred by us that results directly or indirectly from such illegal use. We will not be liable to you if we act in good faith to freeze your accounts or notify our regulators or local or federal enforcement authorities regarding any activity we believe to be illegal, suspicious, or unenforceable.

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

**28. Enforcement.** We may delay enforcing any right under this Agreement without losing that right or any other right under this Agreement. You agree to be liable to us for any liability, loss, or expense as provided in this Agreement. You authorize us to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

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

## II. FUNDS AVAILABILITY POLICY DISCLOSURE

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our availability policy is set forth below.

**1. General Policy.** For checking accounts, the following is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply and different rules apply for checks deposited to new accounts open 30 days or less. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Once funds are available, you can withdraw the funds in cash and begin writing checks on your account.

WHEN A DEPOSIT IS MADE BY	DEPOSITED FUNDS WILL BE AVAILABLE
Electronic direct deposit	The same business day
Wire transfer	The next business day
Checks from an account at Rogue Credit Union	The next business day
US Treasury checks payable to you	The next business day
- Cash - State and local government checks - Cashier's checks, certified, or teller checks payable to you - Postal money order, Federal Reserve Bank check or Federal Home Loan Bank check payable to you	The next business day if deposited with a teller, otherwise 2 business days
Other checks not described above such as personal checks or 3rd party checks	The first \$225 is available on the next business day and the remainder is available in 2 business days. For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday and the remaining \$475 is available on Wednesday.

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

**3. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- New accounts;
- You deposit checks in excess of \$5,525 on any one day.
- You deposit a check that has been returned unpaid and is being redeposited.
- You deposit to accounts that have been repeatedly overdrawn.
- We have reasonable cause to believe the check being deposited is uncollectable.
- Emergency conditions—Such as failure or communication of computer equipment.

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

**4. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**5. Deposits at ATMs.** For deposits from cash or checks made at automated teller machines (ATMs) that we do not own or operate, the funds in excess of \$500.00 may not be available until the fifth business day of your deposit. For deposits made at an ATM we own and operate, the funds in excess of \$500.00 may not be available until the second business day of your deposit. We reserve the right to limit the available funds under our general policy to \$225.00 and you will be notified of the applicability of this limit.

**6. Mobile Deposits.** For deposits of checks made through the Mobile Application funds in excess of \$500.00 may not be available until the second business day of your deposit. We reserve the right to limit the available funds under our general policy to \$225.00 and you will be notified of the applicability of this limit.



### III. ARBITRATION AND CLASS ACTION WAIVER AGREEMENT

RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Deposit Accounts (share accounts) and the electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This Arbitration Agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

Disputes Covered by Arbitration. Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Services Agreement. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

Disputes Not Covered by Arbitration. Both you and we have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, Electronic Services Agreement, including but not limited to: fraud, counterfeit items and any unpaid account obligations. This exception applies if the Claim is in that court's jurisdiction and brought on an individual basis. Also, arbitration will not apply to Your Account as long as You are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Arbitration Procedures. The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:

JAMS

[www.jamsadr.com](http://www.jamsadr.com)

1-800-352-5267 (toll-free)

The arbitration shall take place in the federal district in which you reside, or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If the claim is brought by You, You will pay no more than \$250 of the filing costs and expenses and the remaining costs are borne by us. If we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

Right to Resort to Provisional Remedies Preserved. Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Right to Reject this Arbitration Agreement. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of your initial Account opening or the receipt of our Notice and this Agreement, whichever is later. To opt out, send us written notice including the following information: (i) Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject this Arbitration Agreement, and (ii) You must send Your written notice to Us at the following address: Rogue Credit Union, PO Box 4550, Medford, OR 97501, Attn: ERM Compliance Dept.

Acceptance of Arbitration and Class Action Waiver. By your receipt of our Notice and a copy of this Binding Arbitration and Class Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above terms and Disputes Covered by Arbitration provision for all of your Accounts and effective immediately your Accounts will be bound by this Arbitration and Class Action Waiver Agreement.