



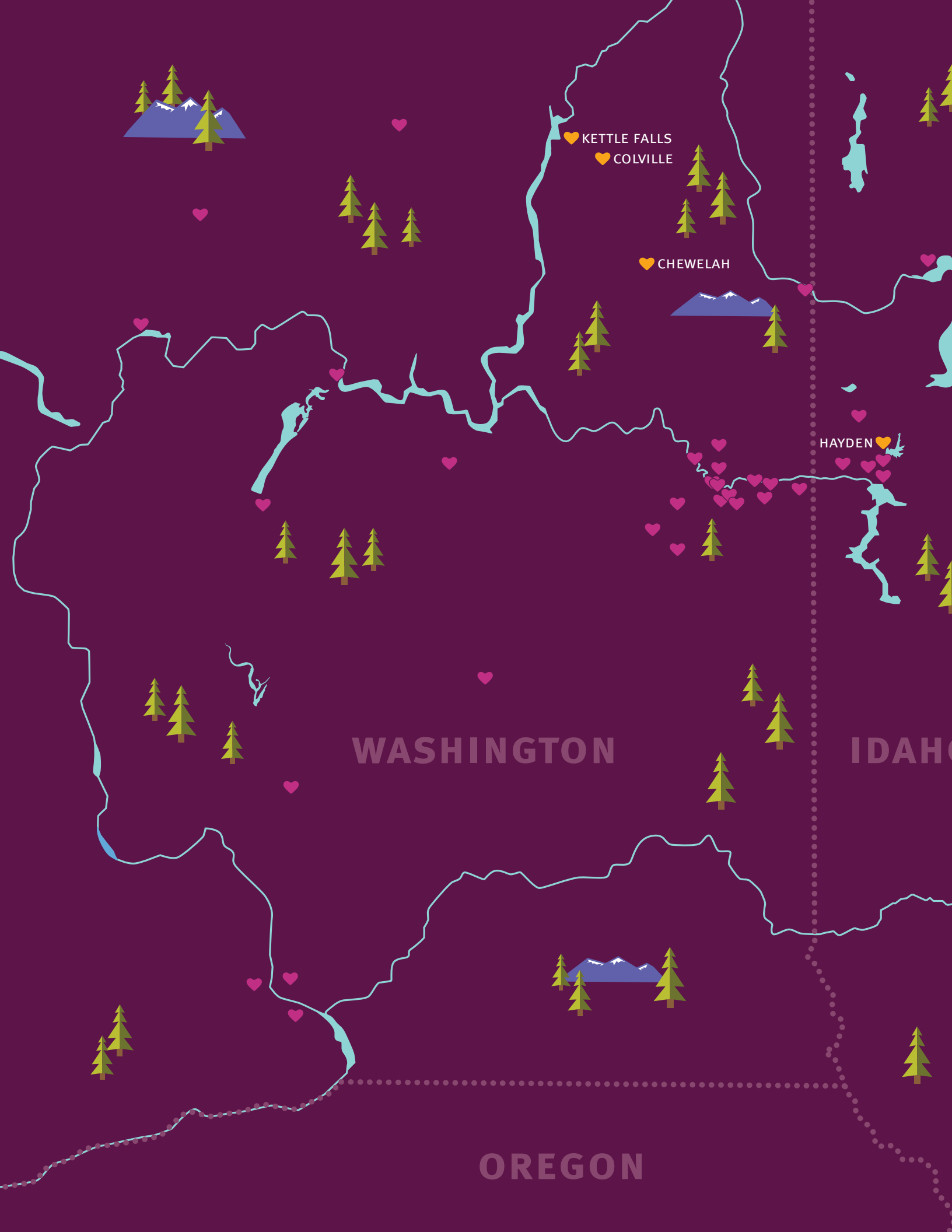
# Welcome to STCU.

**What's inside:**

Important information about our products and services, and what to expect as we prepare to move your accounts to STCU.

Please keep this conversion guide for your records.





**Table of contents**

At STCU, we want you to get the most out of your membership. Refer to this conversion guide for everything you need to know about your new credit union.

**We think you'll love it here.**

**Important information and disclosures**

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## Change in terms notice – Business Deposit accounts

Effective close of business June 24, 2022, your Banner Bank accounts will be converted to a corresponding STCU deposit account based upon the terms set forth below.

### Transition from Banner Bank to STCU

STCU has acquired the accounts from Banner Bank held at the applicable Banner branch. You have qualified as a member in STCU and your accounts will be converted to comparable deposit accounts with STCU, with some minor changes in terms. These account terms are explained below, along with information about continued deposit insurance for your accounts and your membership at STCU.

### Deposit accounts

Effective close of business June 24, 2022, the Banner Bank Deposit Account Agreement governing your deposit accounts will be replaced with the terms and conditions of the STCU Membership and Account Agreement. Many of the contract terms for deposit accounts and service will be substantially similar and without material differences. The changes in the deposit account terms and details from the conversion of the Banner account to your new STCU account are listed below. Your STCU account will be governed by the terms and conditions in the enclosed Membership and Account Agreement.

### Business Deposit Accounts.

The following are material changes in your current Banner Bank deposit account upon conversion to an STCU deposit account.

Banner Bank account	New STCU account	New STCU account terms and features
Basic Business Checking	Freedom Checking	<b>Minimum Daily Balance:</b> None <b>Monthly Service Charge:</b> None <b>Fees:</b> Excess check cleared fee, first 500 are free; \$0.25 for each one over 500.
Complete Plus Business Checking		
Basic Public Funds Checking & Complete Public Funds Checking		
Complete Business Checking, Analyzed Business Checking, & Public Funds Account Analysis	Growth Checking	<b>Minimum Daily Balance:</b> \$10,000 average daily balance to avoid monthly service charge. <b>Monthly Service Charge:</b> \$15 or \$12 with online statements. <b>Dividends:</b> Tiered rate dividend bearing, compounded and credited monthly, and the dividend period is monthly. The Dividend Rates and Annual Percentage Yields in the account will apply to the funds in each balance range. <b>Balance method:</b> Dividends are calculated using the daily balance method. <b>Account Details:</b> Accrued dividends will not be paid if you close your account before accrued dividends are credited. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the Board of Directors. <b>Fees:</b> Excess check cleared fee, first 500 are free; \$0.25 for each one over 500.
Banner's Best Business Savings & Business Savings	Business Savings	<b>Minimum Daily Balance:</b> \$250 average daily balance to avoid monthly service charge. <b>Monthly Service Charge:</b> \$3 <b>Dividends:</b> Dividend bearing, compounded and credited monthly, and the dividend period is monthly. The Dividend Rates and Annual Percentage Yields in the account will apply to the funds in each balance range. <b>Balance method:</b> Dividends are calculated using the daily balance method. <b>Account Details:</b> Accrued dividends will not be paid if you close your account before accrued dividends are credited. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the Board of Directors. <b>Fees:</b> Excess Item Fee \$5 per transfer after the first 6, then \$15 per transfer after 9.

Banner Bank account	New STCU account	New STCU account terms and features
Business Money Market & Ultimate Business Money Market	STCU Business Money Market	<b>Minimum Daily Balance:</b> \$2,500 average daily balance to avoid monthly service charge. <b>Monthly Service Charge:</b> \$10 <b>Dividends:</b> Dividend bearing, compounded and credited monthly, and the dividend period is monthly. The Dividend Rates and Annual Percentage Yields in the account will apply to the funds in each balance range. <b>Balance method:</b> Dividends are calculated using the daily balance method. <b>Account Details:</b> Accrued dividends will be paid if you close your account before accrued dividends are credited. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the Board of Directors. <b>Fees:</b> Excess Item Fee \$5 per transfer after the first 6, then \$15 per transfer after 9.
IOLTA	IOLTA	<b>Minimum Daily Balance:</b> None <b>Monthly Service Charge:</b> None <b>Dividends:</b> Tiered accounts, dividends credited monthly, and the dividend period is monthly. Dividend Rates and Annual Percentage Yields in the account will apply to the funds in each balance range. <b>Balance method:</b> Dividends are calculated using the average daily balance method. <b>Account Details:</b> Accrued dividends will not be paid if you close your account before accrued dividends are credited. No debit cards or overdraft limit (ODL) service available. Must have an active business checking account. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the Board of Directors.
RETA	IRETA	<b>Minimum Daily Balance:</b> None <b>Monthly Service Charge:</b> None <b>Dividends:</b> Tiered accounts, dividends credited monthly, and the dividend period is monthly. Dividend Rates and Annual Percentage Yields in the account will apply to the funds in each balance range. <b>Balance method:</b> Dividends are calculated using the average daily balance method. <b>Account Details:</b> Accrued dividends will not be paid if you close your account before accrued dividends are credited. No debit cards or overdraft limit (ODL) service available. Must have an active business checking account. IRETA's are only available to Washington Real Estate Professionals. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the Board of Directors.

### Certificate Accounts

Your Banner Bank certificate accounts will continue with the existing terms through the next maturity date. After June 24, 2022, existing certificate accounts will renew automatically at a new STCU product and / or term that is similar to your existing Banner Bank account. You will have a grace period of ten (10) days after maturity to withdraw funds from your account without being charged an early withdraw penalty.

Effective close of business June 24, 2022, dividends will be compounded monthly and paid monthly for all certificate accounts. The dividend period for certificate accounts is monthly. Dividends are calculated using the daily balance method for certificate accounts. For all STCU certificates, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect while the balance of your account remains in an applicable balance range or for the term of the account, whichever is less.

### Share Insurance Coverage

STCU is federally insured by the National Credit Union Association (NCUA). This coverage is similar to the deposit insurance coverage offered by the Federal Deposit Insurance Corporation (FDIC). Please review How Your Accounts are Insured by visiting [www.ncua.gov](http://www.ncua.gov).

### Deposit Insurance (FDIC and NCUA)

After the closing date, all of your current deposits will continue to be federally insured up to \$250,000 following the specific guidelines of NCUA Share Insurance at [www.ncua.gov](http://www.ncua.gov). While bank deposits are insured by the FDIC, credit unions are insured through the National Credit Union Share Insurance Fund ("NCUSIF"), which is administered by the NCUA.

Insured deposits in Banner will continue to be insured by the FDIC, to the extent provided by law, until the accounts are acquired by STCU. After that acquisition, Banner will not accept, and the FDIC will not insure, any new deposits or additions to existing deposits made by you. For additional information regarding this notice or the insured status of your accounts prior to the acquisition, please contact Banner Bank's Corporate Headquarters, at PO Box 907, Walla Walla, WA 99362, 1.800.272.9933.

### Privacy Policy

Effective close of business June 24, 2022, the Privacy Policy terms applicable to your Banner Bank account will be revised to the enclosed STCU Privacy Policy and the revised terms are set forth below.

STCU shares information about your transactions and experiences with CUSO Financial Services, L.P. (CFS) for everyday business purposes. We have a formal agreement with CUSO Financial Services to jointly offer investment services products to help members meet their financial goals.

#### **STCU Membership Requirements & Conditions**

If you are a resident, or have a family member who is a resident, of Washington and/or an eligible Idaho county, you are qualified for STCU membership. As a member of STCU, you have member rights as set forth in the STCU Bylaws, which are available online or at anytime upon request. You may terminate your membership and accounts with STCU at anytime. If you terminate membership in STCU and close your deposit accounts, you will remain obligated to repay any loans under the current terms of any loan agreement held by STCU.

#### **Membership and Account Agreement.**

The following are key changes in the contract terms governing your deposit accounts with STCU.

##### **• STCU overdraft protection**

If you qualify, we will automatically enroll you for overdraft transfers from your savings or money market accounts. If you have enough funds in your savings or money market account, you authorize us to automatically transfer funds to cover any overdraft on your account. You may choose the specific savings and money market account you would like us to transfer from by contacting us. There is no overdraft transfer fee from a savings or money market account, but savings and money market accounts are subject to transfer limitations and excess item fees set forth on the Fee Schedule. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing. Additional overdraft options will be available including STCU Privilege Pay service and credit card overdraft protection.

STCU offers the Overdraft Limit (ODL) service to eligible business checking account owners who qualify. The ODL service is provided to qualified accounts automatically for checks, ACH, online transactions and debit card transactions. You have the option to opt-out of this service at any time. Under the ODL service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to the Membership and Account Agreement.

If you qualify, the overdraft limit amount is \$1,000. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The credit union's fees and charges and each paid check or item will be included in this limit. The overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

There is an Overdraft Limit fee of \$29.00 for each overdraft check or item we pay. If we do not pay the overdraft, there is a Returned Item fee of \$29.00 for each check or item we return. We may charge a fee each time a check or item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. The maximum amount of overdraft fees that we will charge on any one day is \$200.

##### **• Payment Order of Items**

If on any day the available funds in your checking account are not sufficient to cover checks and other items posted to your

account, those checks and items will be handled in accordance with our overdraft procedures and the terms of the Membership and Account Agreement. STCU processes checks and items in the following order: (i) checks are paid based upon the number of checks with the lowest numbered check paid first, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received.

##### **• Credit Union Lien and Security Interest**

To the extent you owe the Credit Union money as a borrower, guarantor, indorser, or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you.

##### **• Governing Law**

Your STCU Membership and Account Agreement is governed by the Bylaws of the Credit Union, federal law and regulations, the laws and regulations of the State of Washington and the state in which you reside.

##### **Funds Availability Policy**

Effective close of business June 24, 2022, the following changes to the STCU Funds Availability Policy applicable to Banner Bank will be replaced by the terms of the STCU Funds Availability Policy and will apply to your new STCU accounts. The following are the changes from the Bank's to STCU's Funds Available Policy.

For determining the availability of deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 pm or on a day that we are not open, we will consider that deposit was made the next business day we are open.

##### **• Foreign checks**

Generally, the availability of funds for deposits of foreign checks will be delayed for the same time it takes us to collect the funds from the financial institution upon which it is drawn.

##### **• Deposits at ATMs**

The first \$500 from a check deposit will be available on the same day we receive your deposit. The remaining funds will not be available until the second business day after the date of your deposits.

##### **• Mobile Deposit**

The Mobile Deposit daily limit is \$10,000 per day with no maximum monthly limit. Terms and conditions are available when enrolling for the service through online banking or on our website at stcu.org.

##### **Electronic Services**

Effective close of business June 24, 2022, certain electronic services applicable to your Banner Bank account will be replaced with the corresponding STCU electronic services as listed below. The changes in the electronic terms and features from the Banner services to your new STCU services are listed below. Your STCU account will be governed by the terms and conditions in the enclosed Electronic Services Agreement.

##### **• Mastercard Debit Card**

Your new STCU Mastercard Debit Card has a maximum purchase limit of \$5,000, a maximum of 25 transactions per day, and an ATM withdraw limit of \$1,010 per day. The Debit Card Foreign

Transaction Fee is 2% of the transaction amount in U.S. dollars. All STCU Mastercard Debit Cards can only be attached to one checking and one savings account per card. Please note that some account types may not be accessible with a debit card. If you have an ATM card associated with your savings account, we will only be able to replace it with a debit card with an associated checking account.

##### **• Mobile Deposit**

The Mobile Deposit daily limit is \$10,000 per day with no maximum monthly limit. Terms and conditions are available when enrolling for the service through online banking or on our website at stcu.org.

##### **• Electronic Services fees**

New STCU Fees that will apply to your electronic services:

- Deposited checks Item Return Fee \$15.
- NSF item paid fee (created by check, ACH and debit card transactions) \$29.
- NSF item returned fee \$29 per declined transaction.
- Stop Payment fee \$25 per item and effective for 6 months for checks, can be renewed for another 6 months upon request.

##### **Safe Deposit Box Agreement Changes**

Effective close of business June 24, 2022, the Banner Bank Safe Deposit Agreement governing your rental of a safe deposit box with Banner Bank will be assigned and assumed by STCU. Effective close of business June 24, 2022, the Banner Bank Safe Deposit Agreement will be amended and replaced with the terms and conditions of the STCU Safe Deposit Box Agreement. Many of the contract terms for safe deposit box services will remain without material changes.



## Membership and Account Agreement - Business

STCU | P.O. Box 1954, Spokane, WA 99210-1954  
509.326.1954 | 800.858.3750 | stcu.org

This Agreement is the contract of deposit, which covers you and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean the Member Business/Account Owner ("Member Business") named on the Business Account Card ("Account Card"). The words "we," "us," and "our" mean Spokane Teachers Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Business Account Card and Certificate of Authority or completing and transmitting an online account authorization or service request that is a part of the Agreement, Member Business and each Owner, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Business Electronic Services Agreement, Privacy Policy, and the Truth-in-Savings Disclosures (Rates and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments, which collectively govern your Business Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to 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 or other identifying documents.

### I. Membership and Accounts

#### 1. Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual, sole proprietor or entity qualifying within the Credit Union's field of membership and must pay the membership fee as required by the Credit Union's Bylaws. 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 you request.

#### 2. Accounts of Business Organization & Certificate of Authority

The classification and form of ownership of your accounts are designated on your Business Account Card or by

completing or transmitting an online account authorization or service request. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to an organization may not be cashed, but must be deposited to an organization account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the Member Business, unless the Credit Union has written notice of any wrongdoing.

- a. *Name.* The Member Business shown on the front of the Business Account Card is the complete and correct name of the Member Business.
- b. *Responsible Individuals.* The officers and authorized agents as applicable of the Member Business as named on the Business Account Card and Certificate of Authority or by completing or transmitting an online account authorization or service request presently occupy their positions and are authorized to transact any business on behalf of the Member Business including opening and closing accounts of Member Business, adding and removing Authorized Signers on behalf of the Member Business. The Credit Union is directed to accept instructions from Responsible Individuals without further inquiry. A Responsible Individual will notify the Credit Union of any change in the Member Business's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member Business and the Credit Union before any such change occurs. The Member Business agrees that the Credit Union shall not be liable for any losses due to the Member Business's failure to notify the Credit Union of such changes.
- c. *Authorized Signers.* The Authorized Signers of the Member Business as named on the Certificate of Authority presently occupy their positions and are authorized to transact limited business on behalf of the Member Business as specifically listed on the Certificate of Authority. The authority given to the Authorized Signers shall remain in full force until written notice of revocation by a Responsible Individual on behalf of Member Business is delivered to and received by the Credit Union. Any such notice shall not affect any items in process at the time notice is given.

#### 3. Sole Proprietorship Accounts

A sole proprietorship account is an account owned by the Member Business. If the account is an individual account, the interest of the deceased individual owner will pass, subject to applicable law, to the decedent's estate. If the account is owned by two or more persons the account is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives an Account Card signed by the joint owner or by completing or transmitting an online account authorization or service request, at which

time the account will be a jointly owned account and the joint ownership rights will apply. 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 account owners, that person's interest will become the property of the surviving joint account owners. Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account. 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 account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

#### 4. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Business Rate and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. 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 warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

- a. *Endorsements.* You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space between the

top edge and 1 1/2 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

- b. *Collection of Items.* The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection. 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.
- 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 fee on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- d. *Direct Deposits.* The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

e. *Crediting of Deposits.* Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. 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 the Credit Union for credit to your account or for collection. Deposits of coin and currency will not be finally credited until we have counted the deposit and verified the amount. If there is a discrepancy between the amount shown on the deposit slip and the amount we count, we will send a notice of the discrepancy to you in the mail.

#### 5. Account Access

- a. *Authorized Signature.* The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. *Access Options.* You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, online banking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.
- c. *Electronic Check Transactions.* (i.) Electronic Checks. If you authorize a merchant to electronically debit your checking account using the routing number, 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 your Business Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check. (ii.) Electronic Re-presented Checks.

If you write a check on an account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer (EFT) subject to the terms of your Business Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive 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 financial institution 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.

- d. *ACH & Domestic Wire Transfers.* 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 domestic wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Domestic 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.
- e. *Credit Union Examination.* The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying

an item solely because its procedures do not provide for sight examination of items.

- f. *Items Presented in Person.* You agree that we may refuse to pay any check if the person presenting it does not provide identification that satisfies our requirements. We may also refuse to pay a check if we are unable to verify an endorsement to our satisfaction.

#### 6. Account Rates and Fees

The Credit Union's payment of dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

#### 7. Transaction Limitations

- a. *Withdrawal Restrictions.* The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service fee, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion. The Credit Union may also refuse to allow a withdrawal in other cases, for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal), a legal garnishment or attachment is served, the account secures an obligation to the Credit Union, any required documentation has not been presented, or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require Member Business to give notice in writing of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.
- b. *Transfer Limitations.* For Savings accounts and Money Market accounts, you may make up to six (6) preauthorized, automatic, online, telephonic or audio response transfers, to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from the Member Business's account upon oral or written orders including orders received through the ACH. There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union, and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM. If a transfer request would exceed the transfer

limitations set forth above in any statement period, the Credit Union will impose a fee.

#### 8. Sweep Account Service

The Credit Union provides the Sweep Account Service under which the Member Business may establish a checking account processing arrangement whereby the balance in a business checking account is maintained at a certain balance level by daily transferring funds to or from such checking account to or from a designated savings or loan account. This procedure enables the Member Business to identify particular account activities in the checking account while concentrating cash balances in the savings or loan account for improved cash control. The following terms and conditions will govern the Sweep Account Service.

- a. *Sweep Accounts.* The Member Business may establish the following Sweep Accounts for the transfer of funds between accounts. A business checking account (Checking Account) is the designated account for which funds will be transferred to and from a savings or loan account. Funds may be transferred into and from a savings or money-market account. Funds may be transferred into or from a business line of credit. Member Business will designate the savings or business line of credit for account transfers, which are referred to as a "Sweep Account".
- b. *Review of Account.* The Member Business hereby appoints the Credit Union as the Member Business's agent for purposes of conducting all administrative functions in connection with account reviews, sweeps and other actions authorized in this section. The Credit Union will review the balance of collected funds in the Checking Account (Actual Balance) at the end of each business day.
- c. *Daily Transfers.* During each day if there is a negative balance or at the end of each day, after all debits and credits have been processed for the Checking Account, the Credit Union will transfer funds into or from the Checking Account in order to maintain the Checking Account within the Target Balance Range. You may establish the daily target balance in your checking account each day with minimum and maximum balance levels. In addition, Member Business and Credit Union may establish the Target Balance Range to a Zero Balance Account in which the maximum Target Balance is set at \$0. The Target Balance may be adjusted from time to time upon mutual agreement by the Member Business and the Credit Union. If, upon review of the Checking Account the Credit Union determines that the Checking Account has an Actual Balance less than the minimum Target balance, the Credit Union will transfer funds from your designated sweep account, in established increments to increase the actual balance to the minimum Target Balance. If, upon review of the Account the Credit Union determines that the Checking Account has an Actual Balance in excess of the maximum Target balance, the Credit Union will transfer from the Checking Account, the excess of the Actual Balance over the Target Balance to your designated sweep account in increments you establish. Transfers from a savings or money market sweep account are

limited to six (6) per month. If you reach the transfer limit in any month, we must suspend any more sweep account transfers from these accounts for the remainder of the month.

d. *Business Line of Credit.* Member Business may establish a revolving business line of credit (Loan Account) with Credit Union as the designated Sweep Account. Any funds transferred from the Account at the end of each day will be applied against the outstanding principal balance of the Loan Account. The Credit Union may transfer funds from the Loan Account to bring the Account to the specified Balance Level. Member Business hereby authorizes all automated transfers to or from the Loan Account. The funds maintained by the Member Business in the Loan Account will be sufficient to maintain a positive ending Available Balance in the Loan Account after transfers between the Loan Account and Checking Account have been completed.

e. *Account Earnings.* The Checking Account and any savings or money market Sweep Accounts will earn dividends on the account balance in the account at the end of each day after all transfers are completed. Interest on the Loan Account will accrue on the Loan Account balance after transfers are completed each day in accordance with the Loan Account agreement.

f. *Suspension of Service.* The Credit Union shall have the right to suspend the Sweep Account Service at any time, without notice, if you do not comply with the Service terms and conditions, if you are in default on your Loan Account or other Sweep Account terms and conditions or any other agreement with the Credit Union or if you close a Sweep Account or fail to keep sufficient funds in your Sweep Accounts.

## 9. Overdrafts

a. *Your Overdraft Liability.* If on any day the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. 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. The Credit Union processes checks and items as follows: (i) checks are paid based upon the number of the check with the lowest numbered check paid first, (ii) for ACH items, credits are processed first and ACH debits processed second with the lowest items paid first, and (iii) debit card transactions are paid in the chronological order they are received. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned or an overlimit balance fee, as applicable. 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. *Savings Overdraft Transfers.* If you qualify, we will automatically enroll you for overdraft transfers from your savings account. If you have enough funds in your savings account, you authorize us to automatically transfer funds to cover any overdraft on your checking account. You may choose the specific savings account you want overdraft transfers to come from. There is no overdraft transfer fee from a savings account. However, savings accounts are subject to transfer limitations and Excess Item fees as set forth on the Rates and Fee Schedule. You may opt out of the savings overdraft transfer service at any time by notifying us verbally or in writing.

c. *Privilege Pay Overdraft Service.* We offer a discretionary overdraft service (Privilege Pay) to cover overdrafts on your checking accounts. The Privilege Pay service is only offered to the Basic Business Checking, Business Checking, Business Checking Plus, and the Business Money Market account owners, who qualify and remain in good standing with the Credit Union. Privilege Pay is not offered to minors, fiduciary accounts, anyone who has caused a financial loss to the Credit Union or anyone with a past due loan payment at the Credit Union or anyone who has enrolled in a debt management program. If you qualify for Privilege Pay, we will advise you of your qualification for the service which will be provided under the following terms and conditions.

i. *Discretionary Service.* The Credit Union offers the Privilege Pay service to eligible business checking account owners who qualify. The Privilege Pay service is provided to qualified accounts automatically for checks, ACH, online transactions and debit card transactions. You have the option to opt-out of this service at any time. Under the Privilege Pay service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan agreement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We have no obligation to notify you before we pay or return any item.

ii. *Overdraft Transactions Covered.* Subject to the requirements set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card transactions, online or other Electronic Services, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or

received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

iii. *Overdraft Limit/Available Balance.* If you qualify, the overdraft limit amount is \$1,000 ("Overdraft Balance"). We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

iv. *Overdraft Fees.* If we do not pay an overdraft, there is a Returned Item fee of \$29.00 for each check or item we return. For all business checking accounts there is an Overdraft fee of \$29.00 for each overdraft check or item we pay. If we do not pay the overdraft, there is a Returned Item fee of \$29.00 for each check or item we return. We may charge a fee each time a check or item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. The maximum amount of overdraft fees that we will charge on any one day is \$200. If you have excess overdraft activity which results in you reaching the maximum overdraft fees, we will notify you in writing to consider discontinuing the Service. These fees may be amended as set forth in our Rate and Fee Schedule.

v. *Member Business Repayment Responsibility.* You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 30 days of notice from us, we may immediately suspend the Privilege Pay service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

vi. *Member Business Opt-Out Right.* We offer the Privilege Pay service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the Privilege Pay service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

vii. *Credit Union Contact.* For any questions or to exercise your opt-out right from the Privilege Pay Opt-In/Opt-Out Form located at [stcu.org/overdraft](http://stcu.org/overdraft) protection or call the Credit Union at 509.326.1954 or 800.858.3750 or write STCU, PO Box 1954, Spokane, WA 99210-1954.

d. *Overdraft Limit Service (ODL).* We offer a discretionary overdraft service (ODL) to cover overdrafts on the Business Freedom, Business Growth, and Business Analyzed Checking accounts. The ODL service is offered to eligible business checking account owners, who qualify and remain in good standing with the Credit Union. ODL is not offered to minors, fiduciary accounts, anyone who has caused a financial loss to the Credit Union, anyone with a past due loan payment at the Credit Union, or anyone who has enrolled in a debt management program. If you qualify for ODL, we will advise you of your qualification for the service which will be provided under the following terms and conditions.

i. *Discretionary Service.* The Credit Union offers the ODL service to eligible business checking account owners who qualify. The ODL service is provided to qualified accounts automatically for checks, ACH, online transactions and debit card transactions. You have the option to opt-out of this service at any time. Under the ODL service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan agreement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We have no obligation to notify you before we pay or return any item.

ii. *Overdraft Transactions Covered.* Subject to the requirements set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card transactions, online or other Electronic Services, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

iii. *Overdraft Limit/Available Balance.* If you qualify, the overdraft limit amount is at least \$1,000 ("Overdraft Balance"). We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The Credit Union's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements.

- iv. **Overdraft Fees.** For Business Analyzed Checking accounts there is a negative balance percentage fee for each day you have an ending daily balance that is negative. The negative balance percentage fees will be part of any monthly Analyzed Checking fee. If we do not pay an overdraft, there is a Returned Item fee of \$29.00 for each check or item we return. For all other business checking accounts there is an Overdraft Limit fee of \$29.00 for each overdraft check or item we pay. If we do not pay the overdraft, there is a Returned Item fee of \$29.00 for each check or item we return. We may charge a fee each time a check or item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. The maximum amount of overdraft fees that we will charge on any one day is \$200. If you have excess overdraft activity which results in you reaching the maximum overdraft fees, we will notify you in writing to consider discontinuing the Service. These fees may be amended as set forth in our Rate and Fee Schedule.
- v. **Member Business Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 30 days of notice from us, we may immediately suspend the ODL service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.
- vi. **Member Business Opt-Out Right.** We offer the ODL service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of the ODL service at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.
- vii. **Credit Union Contact.** For any questions or to exercise your opt-out right from the Overdraft Limit Opt-In/Opt-Out Form located at [stcu.org/overdraft](http://stcu.org/overdraft) protection or call the Credit Union at 509.326.1954 or 800.858.3750 or write STCU, PO Box 1954, Spokane, WA 99210-1954.

#### 10. Postdated and Stale dated Checks

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's

computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. A notice will be effective for six (6) months. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check drawn on your account which is presented more than six (6) months after its date.

#### 11. Stop Payment Orders

- a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail, Online Banking or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.
- b. **Duration of Order.** A stop payment order on a check will be effective for six (6) months. A stop payment order may be renewed for another six (6) months by contacting the Credit Union. A stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order. The Credit Union is not obligated to notify you when a stop payment order expires.
- c. **Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from

all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

#### 12. Credit Union's Liability for Errors

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

#### 13. Credit Union Lien and Security Interest

To the extent you owe the Credit Union money as a borrower, guarantor, indorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

#### 14. Legal Process

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

#### 15. Account Information

Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) 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; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your express permission.

#### 16. Notices

- a. **Account Changes.** It is your responsibility to notify the Credit Union upon a change of Responsible Individuals or Authorized Signers, address or name change. The Credit Union is only required to attempt to communicate with you at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing or through online banking. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Rate and Fees Schedule. The Credit Union reserves the right to require written consent of all Account Owners for a change in ownership or termination of a joint account. Only a Member Business may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- b. **Notice of Amendments.** Except as otherwise prohibited by applicable law, the Credit Union specifically reserves the right to amend and change any of the terms of this Agreement, from time to time. If the amendments are made for the purpose of maintaining compliance with any laws, rules, or regulations applicable to the account or cash management services, you agree the Credit Union can make those changes at any time without notice to you. For any other type of amendment to this Agreement, the Credit Union will notify you of such amendment by mail, electronic message or other reasonable means of notification. You agree that in any event thirty (30) days written notice is reasonable. If we notify you that the terms of your account have been amended or changed and you continue to maintain the account and any services after the effective date of the amendment or change, you have agreed to the new terms.
- c. **Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.



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

#### **17. Taxpayer Identification Numbers (TIN) and Backup Withholding**

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

#### **18. Review of Statements & Checks**

a. *Availability of Statements & Checks.* If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions including checks, debit items and wire transfers and activity on your account during the statement period. For checking accounts, you understand that when paid, your original check (or any substitute check) becomes property of the Credit Union and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed to you. If your statement is provided electronically, you will be sent an electronic mail notice that will direct you to STCU's Online Banking Service where you may access, review, print and otherwise copy/download your periodic statements at any time using procedures we authorize. Any electronic mail from us will be sent to the electronic mail address provided by the account owner. You understand your e-statement and check copies are made available to you on the date an e-statement notice is sent to you or is first available in Online Banking for your review.

b. *Duty to Examine Statements & Items.* You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify the Credit Union within 30 calendar days of the availability of your statement and checks containing any forgery, alteration, unauthorized signature or unauthorized or missing endorsement on the item or (ii) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.

c. *Duty to Report Errors.* If you discover an unauthorized payment or any forgery, alteration, unauthorized signature or unauthorized or missing endorsement on the item or other discrepancy you must promptly notify us in writing of the relevant facts. Your report must identify the specific time or check or debit transactions that you are challenging.

d. *Unauthorized Transaction Liability.* If you fail to comply with your duty to examine your statements and account activity and report errors, discrepancies and unauthorized transactions, in addition to any and all other rights and remedies available to us, we have the defenses contained in the Uniform Commercial Code Sec. 4-406(d). In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer on any item paid in good faith on or after 30 calendar days after the first statement describing the first altered or unauthorized item was sent or made available to you. Since we have no way of determining the validity of checks or other written orders bearing facsimile signatures, which includes the use of a signature stamp, you hereby release the Credit Union from any liability for unauthorized use of any facsimile signature device.

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

#### **19. Dormant and Abandoned Accounts**

If you have not made a withdrawal from, deposit to, or transfer involving your account for more than twelve (12) months and the Credit Union has had no contact with you during that period, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by Washington law and set forth on the Rate and Fee Schedule. The Credit Union will notify you at your last known address three (3) months prior to imposing any fee as required by law. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years in Washington or five (5) years in Idaho, the account will be presumed to be abandoned, as required by the Uniform Unclaimed Property Act. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency. We reserve the right to suspend or deny certain services until we have re-established contact with you.

#### **20. Death of Account Owner of Sole Proprietorship Account**

For members who are Washington residents, you irrevocably waive the right to make a testamentary disposition of a sole proprietorship account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

#### **21. Termination of Account**

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if: (a) there is a change in owners or authorized signers, (b) there has been a forgery or fraud reported or committed involving your account, (c) there is a dispute as to the ownership of the funds in the account, (d) any account checks are lost or stolen, (e) if there are excessive returned unpaid items not covered by an overdraft plan, or (f) if there has been any misrepresentation or any other abuse of any of your accounts, (g) we reasonably deem it necessary to prevent a loss to us, or (h) if you engage in any activity of betting or wagering or are otherwise engaged in any internet gambling business. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

#### **22. Termination of Membership**

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

#### **23. Special Account Instructions**

You may request the Credit Union to facilitate certain business, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements for you. You agree to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in

reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any Responsible Individual, such as adding or closing an account or service, must be evidenced by a signed Certificate of Authority and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or image copy is as valid as an original document.

#### **24. Enforcement**

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

#### **25. Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and the state in which you reside, as applicable and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in Spokane County or the county in which the member resides if required by law. 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.

#### **26. Arbitration and Class Action Waiver Agreement**

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and the state in which you reside, as applicable and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in Spokane County or the county in which the member resides if required by law. 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.

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 (Spokane Teachers Credit Union) 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 you 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 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 Funds Transfer Disclosures. 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, 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  
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 the 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 or conduct discovery. If the claim is brought by You, You will pay not 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 to 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 of Amendment 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 as the following address: STCU, P.O. Box 1954, Spokane, WA 99210, Attn: Compliance Department.

**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.

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## Electronic Services Agreement - Business

STCU | P.O. Box 1954, Spokane, WA 99210-1954  
509.326.1954 | 800.858.3750 | stcu.org

This Agreement is the contract which covers your and our rights and responsibilities concerning Business Electronic Services offered to you by Spokane Teachers Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the business organization enrolling for or using an electronic service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Account Card, completing and transmitting an online Account Card or service request, signing or using an electronic service or access device, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments and certify that the services are intended for business purposes only. Electronic services are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Point of Sale ("POS") terminals, Debit Card, Telephone Banking, Online Banking, Bill Pay, Mobile Banking, Text Banking transactions, and Mobile Deposit services involving your deposit accounts at the Credit Union.

### I. Membership and Accounts

#### 1. Automated Teller Machine Services (ATMs)

a. *ATM Transactions.* Upon approval, you may use your Debit Card and your Personal Identification Number ("PIN") in automated teller machines of the Credit Union and the ATM network, CO-OP, PLUS and such other machines or facilities we may designate. At the present time, you may use your Card to make the following transactions on your accounts:

- Withdraw cash from your savings and checking accounts.
- At designated ATMs to make deposits, inquiries, or transfers between your savings and checking accounts.
- Other transactions as offered and permitted in the future.
- Some of these services may not be available at all ATMs.

b. *ATM Service Limitations.*

i. *Cash Withdrawals.* There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Fees Schedule. You may withdraw up to \$1010.00 (if there are sufficient funds in your account) per calendar day (for purposes of the daily limit, a day ends at midnight) at any authorized ATM, subject to our security limits and any limits on each

ATM.

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

iii. *Deposits.* The servicing and processing schedule of ATMs may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to the Credit Union's Funds Availability Policy.

#### 2. Debit Card Purchases

You may use your Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request or may terminate all services under the Agreement.

There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day. No purchase may exceed the available funds in your account. You may make POS purchases up to a maximum amount of \$5000.00 per calendar day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or lower an account below a required balance. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

#### 3. Conditions of Card Use

The use of your Debit Card and Account are subject to the following conditions:

- Ownership of Cards.* Any Card or other device which we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card), immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- Honoring the Card.* Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- Security Access Code.* The personal identification number or access code that you select is for your security purposes. An access device or "Mobile Device" means a smartphone, tablet, or any other hand held

or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number ("Digital Card Number") and use that Digital Card Number to make debit card transactions. You should secure Mobile Devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it. If you authorize anyone to use your access device with your stored debit card number 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 access code immediately. Access codes are confidential and should not be disclosed to third parties or recorded on or with your Card or account information. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Online Banking access code, you understand that person may use the Online Banking Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your 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 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 access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

d. *Foreign Transactions.* Purchase and cash advance transactions made in or with merchants located in foreign countries or in foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions is a rate selected by our card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, we may charge you a Foreign Transaction Fee of 2% of the settled transaction amount in U.S. dollars for all purchase transactions made in a foreign currency or transactions with merchants located in a foreign country, regardless of currency conversion.

e. *Illegal Use of Internet Gambling.* You agree that all transactions that you initiate by use of your Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling

may be illegal in the jurisdiction in which you are located, including the United States. Your Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Debit Card.

f. *Non-Mastercard Checking Transactions Processing.*

We have enabled non-Mastercard debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network\* (a non-Mastercard network) without using a PIN. The non-Mastercard debit network(s) for which such transactions are enabled are the STAR Network. Examples of the types of actions that you may be required to make to initiate a Mastercard transaction on your Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Mastercard transactions are not applicable to non-Mastercard transactions.

#### 4. Telephone Banking Service

If we approve the telephone banking service for your accounts, you will select a personal six digit access code. You must use your access code along with your account number to access your accounts. At the present time you may use the telephone banking service to:

- Transfer funds between your savings, checking, and loan accounts, including loan payments and transfer funds to accounts of other members, as authorized.
- Obtain balance information on your account.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular draft or check has cleared your account.
- Obtain balance and payment information on loan accounts.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed under the telephone banking service. Telephone banking service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are limitations on transactions you make per telephone

calls. For security purposes, there are limits on the frequency and amount of transfers you may make using the Telephone Banking Service.

While there is no limit to the number of inquiries, transfers from a savings account will be limited to six (6) in any one (1) month. If a transfer request would exceed the transfer limitations, the Credit Union will impose a fee. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, or lower an account below a required balance. All checks are made payable to the business and mailed to the business address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The system will discontinue service after five unsuccessful attempts to enter an access code.

## 5. Online Banking

a. *Online Banking Transactions.* For the Online Banking Service, you may use your web browser-equipped device to access your accounts. You must use your Company ID, Username, and password to log in and access your accounts. The Online Banking Service is accessible seven days a week, 24 hours a day. You will need a web browser-equipped device with access to the Internet. The online address for Online Banking Service is [www.stcu.org](http://www.stcu.org). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any data or communication service or your computer. At the present time, you may use the Online Banking Service to:

- Transfer funds between your savings, checking and loan accounts.
- Transfer funds to accounts of other members.
- Review account balance, transaction history, and tax information for any of your accounts.
- Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rates, and balance information.
- Review certificate information of yours.
- View online statements, online cleared check images or secure messages of yours.
- Make bill payments through Billpay.
- Download account transaction information into personal finance software programs.
- Issue stop payment orders on checks.
- Update your address, email, phone number and establish electronic alerts.
- Re-order checks.
- Other transactions as offered and permitted in the future.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a Line of Credit account will be subject to your Loan Agreement and Disclosures, as applicable.

b. *Online Banking Limitations.* The following limitations on Online Banking transactions may apply in using the services listed above.

i. *Transfers.* You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings accounts will be limited to a total of six in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, or lower an account below a required balance. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union will impose a fee.

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

iii. *E-Mail.* You may use the secure E-mail to send messages to us. E-mail may not, however, be used to initiate transactions on your account or stop payment requests. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding any unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 13.

c. *Enrollment in Services; Accounts Which Can Be Accessed.* In order to enroll in and use the Services, you should engage the self-service online process at [www.stcu.org](http://www.stcu.org). Within each login STCU automatically aggregates accounts associated with a particular membership. Linking accounts from other memberships to a login may require additional steps. By enrolling in the Services, you authorize us to process transactions for you as requested by you or your representative from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize us to make automatic payments in such manner as you direct.

d. *Electronic Instructions.* You agree that all electronic instructions that we receive on the online banking site or otherwise in connection with the Services,

such as those directing us to take action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic, and binding obligations. Pursuant to law and regulations, these electronic instructions therefore will be given the same legal effect as your written and signed paper instructions, shall be considered writing or in writing and shall be deemed for all purposes (i) to have been signed and (ii) to constitute an original when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communication are valid and you will not contest the validity or enforceability of such instructions or any related transactions, absent proof of altered data or tampering, under provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold us harmless and protect and indemnify us from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by us pursuant to or in accordance with any and all electronic instructions for which we have attempted to verify your identity as set forth above.

BECAUSE E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET, WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

Instead, we recommend all communication be sent via secure messaging through the "Secure Messaging" section of the online banking site. Secure messages you receive through the Service are available online indefinitely, unless you delete them. For account transactions, please use the appropriate functions available through the Services or call us at (800) 858-3750.

e. *Alerts.* Online banking offers both automated system alerts and opt-in alerts. System alerts are sent to your registered e-mail address or telephone number for security purposes to authenticate your identity. Some of these alerts are part of the Service and are not optional. In addition to security alerts, you may choose to receive additional alerts regarding other information delivered by secure messaging, e-mail or telephone. You will be asked to provide contact information when you sign up for the alert. By signing up to receive any opt-in alerts, you represent and warrant to us that the e-mail addresses or telephone numbers you provide are owned by you or authorized by the rightful owner to

be used by you. You consent to delivery of such opt-in alerts, in the format selected, to the contact telephone numbers by text message, or e-mail addresses you identify or provide. You are responsible for maintaining, in the Service, any changes to your e-mail addresses and telephone numbers to which alerts are sent. To stop receiving any optional alerts, log into Online Banking and in the Alerts section disable the alert you would like to turn off. Your full account number will not be included in any alert. However, alerts may contain information about your accounts. Information, including but not limited to, account balances and payment due dates may be included in the alert, depending on the specific type of alert or how you configure it. Anyone with access to your e-mail, mobile device, and or telephone services may be able to access the contents of alerts. It is your responsibility to secure these devices, protect your Member ID and password, and provide timely information about telephone or e-mail contact changes in order to protect the confidentiality of this information. You consent to any disclosures by us which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We endeavor to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alerts. Alert balances will not reflect pending transactions. If you require additional details about a transaction you can log into online banking or call us at (800) 858-3750. You agree we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of any alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

f. *Internal Transfers.*

"Internal Transfers" shall mean monetary transfers between your accounts at the Credit Union.

We reserve the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. Future dated transfers will be processed on the Business Day they are scheduled. If the future date for processing is not a Business Day, the transfer will be processed on the Business Day prior to the scheduled date. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of business the day the transfer is to be processed.

Funds transfers are subject to this Agreement and your STCU Business Membership and Account Agreement.

We reserve the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of business the day the transfer is to be processed.

In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in the Membership and Account Agreement will apply. You will also be held responsible for any additional fees charged in accordance with our Yields and Fees Schedule.

An External Transfer must be properly submitted using the Service by 1:00 p.m. Pacific Time to be processed the same Business Day, otherwise it will be processed on the following Business Day. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a

Business Day, the transfer will be processed on the next Business Day following the scheduled date.

In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in the Membership and Account Agreement will apply. You will also be held responsible for any additional fees charged in accordance with our Yields and Fees Schedule. There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess to your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed above shall occur, we shall, upon request from you, assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

g. *P2P External Transfers.* P2P is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a network we select. Certain merchants offer P2P service apps to enable a person to send or receive one-time electronic money transfers through a debit card. You may use your account or card to transfer funds to third parties through money transfer applications. The payment application you select is a payment service provider that helps you make payments to persons you designate. We are not responsible for the identity of any recipient to whom you have authorized a payment or to ensure that a recipient will complete a transaction. If you don't know the person, or you aren't sure whether you'll get what you paid for (for example, items bought from an online bidding or sales site), you shouldn't use a P2P money transfer service to make a payment. You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your

email address or financial instruments, and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P payments and may at its sole discretion disallow the use of P2P payments from any Credit Union member. When an Online Banking P2P Payment is made, the funds are withdrawn from your account within 1-3 business days. It is your responsibility to have the funds available when you initiate the transaction and maintain those funds in the account for withdrawal. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer. You agree that you are fully responsible and liable for any transaction errors or damages or claims resulting from your set up and initiation of a P2P transfer. There is no protection program offered for any authorized payments made through P2P services - for example, if you don't receive the item you paid for or the item isn't as described or as you expected. If you choose to utilize a P2P service, this is considered the equivalent to sending cash.

## 6. Wire transfers

Wire Transfer Service. By requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the following terms and conditions governing the origination and receipt of wire transfers by you ("Member") These Wire Transfer terms and the Membership and Account Agreement shall apply to each funds transfer as defined in Article 4A of the Uniform Commercial Code ("UCC Article 4A") and as covered by Regulation J of the Board of Governors of the Federal Reserve System ("Regulation J").

a. *Definitions.* UCC Article 4A and Regulation J establish a comprehensive legal framework covering the duties, responsibilities and liabilities of all parties involved in a funds transfer. Using the Credit Union to send or receive wire transfers shall constitute acceptance of this agreement. The party whom the Member is transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer."

b. *Service Description.* The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member, whether such accounts are at the Credit Union or another financial institution. Only wire transfers in US Dollar values may be completed through our online service. All others must be done in person or over the phone. The Credit Union offers a service for sending outgoing funds transfers from Member's account initiated in the Online Banking program. The Member funds transfer

should occur and the Credit Union will, send the funds transfer on the designated date in accordance with the instructions outlined by the Member.

c. *Funds Transfer Business Days & Cutoff Times.* Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's online funds-transfer cut off times are 2:45 pm PST for Domestic wires and 12:45 pm PST for International wires. Payment orders received after the applicable cut-off times may be treated as having been received on the next business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. If you have a situation where you need research done please keep in mind that the Credit Union may take additional time to process this research. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfer requests, amendments or cancellations. Wire Transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day and processed accordingly.

d. *Fees.* The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made, any Wire Transfer Fees and any additional applicable fees for wire transfers set forth in the Credit Union Yields and Fee Schedule. All fees are subject to change from time to time at the discretion of the Credit Union.

e. *Member Indemnity.* The Member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the Member or any other person acting on the Member's behalf, including without limitation: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal wire transfer requests or information by telephone through the Credit Union's Call Center without the signature or proper identification of Member or Member's representative requesting the transfer.

f. *Credit Union Liability.* The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions by the Member or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit

Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.

g. *Notice of Errors.* All transfers will appear on the Member's regular account statement. It is the Member's obligation to examine the statement for any discrepancy concerning any Wire Transfer. If the Member fails to notify the Credit Union of any such discrepancy within fourteen (14) days after the Member received the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the Member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the Wire Transfer and any other loss which could have been avoided had the Member given such notice. Within ninety (90) days after notification has been received that the Wire Transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the order. If the Member fails to notify the Credit Union within ninety (90) days after receiving the statement, the Member is precluded from any claim against the Credit Union. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under UCC Article 4A to pay interest, 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.

h. *Security Procedures.* When a Wire Transfer Request is initiated by a Member, the Credit Union's security procedure may involve use of identification methods that may include data/password verification, use of a personal identification number, and text alerts and token verification agreed by the member and the Credit Union. You agree to enable two-factor authentication using the available online security methods and establish your wire transfer limits. The Credit Union may, but is not required to, take additional actions to those selected to verify the identification of the Member or its agents, or to detect any error in the transmission or content of any wire transfer request. Provided the Credit Union complies with the security procedures selected by the Member and accepted by Credit Union, the Member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the Member. If the Credit Union does not follow the agreed security option, but can prove the transfer request was originated by the Member, the Member will still be liable for the transfer

amount plus transfer fees. The Member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and Member agrees to comply in all respects with such procedures.

i. *Inconsistent Data and Rejections by Credit Union.* If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank or a person who is not a bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. Member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the Member for any reason. The Credit Union shall notify the Member of the Credit Union's rejection of the transfer request by telephone, electronic message or U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons by law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of the Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

j. *Rejection of Credit Union's Transfer Request.* If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the Member of such rejection, including the reason given for rejection by telephone, electronic message or U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

k. *Cancellation and Change by Member.* We reserve the right to establish wire transfer limits on your account. We may terminate the wire transfer service at any time. The Member shall have no right to cancel or amend any transfer request after receipt by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from the Member or its authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The

Credit Union shall have no liability if the cancellation or change is not effected. Any written notice to the Credit Union by the Member must be hand delivered or sent by U.S. Mail or express carrier to any Credit Union branch location.

#### 7. Billpay

You may use BillPay to authorize online bill payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft account, if applicable.

The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule the payment to be delivered by. The Credit Union will process your bill payment transfer within one business day of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least six (6) days before a bill is due for check payments and two (2) days before for electronic payments. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization. If you schedule a payment for a future date and you close all accounts, these future payments are not automatically canceled and will still be sent unless you cancel them. If you fail to cancel future payments you will be liable for any balance owed.

You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic payment you have already scheduled for a transmission through the Online Banking service, you may electronically edit or cancel your payment request through the Online Banking Service. Your cancellation request must be entered and transmitted through the Online Banking Service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, not using the Online Banking service, the Credit Union must receive your oral stop

payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in Section 13 to request a stop payment. If any automatic, recurring payments vary in amount, the company you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

#### 8. Electronic Check Transactions

You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 13 Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

#### 9. Preauthorized Electronic Funds Transfers

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party or from an account to a third party (such as excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account.

#### 10. Mobile Banking

a. *Service Access.* Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device"). For the Mobile Banking service, you must use your Company ID, user name and password to log in and access your accounts. We reserve the right to modify the scope of the Mobile Banking at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is available within the Mobile Banking registration process. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking and Bill Payment services will be accessible through the Mobile Banking service.

b. *Use of Services.* You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile

Banking in accordance with the instructions we make available on our website at STCU.org. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

c. *Transactions.* At the present time, you may use the Mobile Banking account access service to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance information.
- Make bill payments from your checking account using the Bill Payment service.
- Make deposits from a mobile device.
- Communicate with the Credit Union using Secure Messaging.

d. *Relationship to Other Agreements.* You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

e. *Mobile Banking Software License.* You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license (“License”) to download, install and use the Software application on your Mobile Device within

the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.

f. *Your Obligations.* When you use Mobile Banking to access accounts, you agree to the following requirements:

- i. *Account Ownership/Accurate Information.* You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- ii. *User Conduct.* You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software application (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when

utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

#### 11. Mobile Deposit.

Mobile Deposit service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with a Mobile Deposit. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

#### Your Responsibility for Deposit Capture Services.

- a. *Funds Availability.* Funds from items deposited through the Mobile Deposit service will generally be available on the second business day following the day of deposit, pending verification of deposit. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Mobile Deposit are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by the Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.
- b. *Deposit Acceptance.* You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from you by a Mobile Deposit. In the event that a Mobile Deposit is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.
- c. *Responsibility for Scanning.* You are solely responsible for scanning/imaging deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.
- d. *Deposit Requirements.* You agree that you will only use Mobile Deposit to deposit checks drawn on financial institutions within the United States. You must deposit

checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through Mobile Deposit will meet image quality.

e. *Check Retention & Destruction.* You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation: theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via Mobile Deposit), and unauthorized use of information derived from the original checks.

When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

- f. *Endorsement.* All items must be endorsed prior to submitting them via the Mobile Deposit. Eligible endorsements must include your signature and the statement “STCU Mobile Deposit”.
- g. *Financial Responsibility.* You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions it may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

**Deposit Prohibitions.** You shall not deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- Any check made payable (individually or jointly) to someone who is not an owner on your account;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

If you or any third party transmits, or attempts to transmit, a deposit in violation of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such item. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you (and not the Credit Union) are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**Your Representations and Warranties.** You represent and warrant: (i) that you will comply with all federal and state laws, and rules and regulations applicable to Mobile Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (ii) that all Checks scanned through image transport are made payable to you; (iii) that all signatures on each check are authentic and authorized; and (iv) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

**Credit Union's Obligations.**

- a. *Financial Data.* We will transmit all the financial data under its control required to utilize the service selected

by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care. We will retain any substitute checks we generate for seven (7) years.

- b. *Exception Items.* When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any account with the Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.

- c. *Disclaimer of Warranties.* YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

**12. Card Control Service.**

The Online Banking Service includes access by mobile text messaging related services (Text Services). By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone/mobile number, e-mail address, or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. By using the Service, you are expressly consenting to receive text message to a cellular phone number for your mobile device. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or the status of your account. You also understand that there may be a disruption in service if you change your communications service provider. Messages may be delayed or impacted by external factors, internet service providers, phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to members who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, service and data fees imposed by your communications service provider.

**13. Member Liability**

- a. *Authorized Transactions.* You are solely responsible for all transfers you authorize using any Electronic Banking services under this Agreement. If you permit other persons to use any electronic service, access device, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.

- b. *Notification to Credit Union.* Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or that someone has transferred or may transfer money from your account without your permission, call (509) 326-1954 (WA), (208) 619-4000 (ID), toll free (800) 858-3750 (US & Canada) or write STCU, PO Box 1954, Spokane, WA 99210-1954.

**14. Fees**

There are certain fees for electronic fund transfer services as set forth in the Rate and Fees Schedule. From time to time, the fees may be changed. We will notify you of any changes as required by law.

**15. Right to Receive Documentation of Transfers**

- a. *Periodic Statements.* Transfers and withdrawals transacted through any electronic funds transfer will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed to you or you have been notified that an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in Online Banking.
- b. *Direct Deposits.* If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt, you can find out whether or not the deposit has been made by accessing Online banking or by calling (800) 858-3750. This does not apply to transactions occurring out of the United States.
- c. *Terminal Receipt.* You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal in excess of \$15.

**16. Account Information Disclosure**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.stcu.org](http://www.stcu.org). You authorize us to disclose information about your account and business electronic services to any Responsible Individual or Authorized Signer of yours. We will disclose information to third parties about your account or the electronic fund transfers you make in the following limited circumstances:

- a. As necessary to complete transfers,
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant,
- c. To comply with government agency or court orders, and
- d. If you give us your express permission.



## 17. Preauthorized Electronic Fund Transfers

- a. *Cancellation Rights.* If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing at the number or address disclosed in Section 13. If you order us to cancel one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.
- b. *Stop Payment Rights.* You may ask the Credit Union to stop payment on an ACH transaction that is debited from your checking or savings account or a recurring debit transaction from your checking account. You may request a stop payment by telephone, mail, or in person. If you have preauthorized a third party in advance to make regular fund transfers to/from your account, you must revoke the transfer in the manner specified in your original authorization with the third party. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the exact dollar amount, the number of the account, date and name of the third party. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying the item 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 item to the Credit Union, and to assist the Credit Union in legal action taken against the third party.
- c. *Duration of Order.* A stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order.
- d. *Liability.* The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fees Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## 18. Credit Union's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages.

Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special or incidental damages. For instance, we will not be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code, or you used an access code in an incorrect manner.
- c. If the Card has expired or is damaged and cannot be used.
- d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- e. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- f. Circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- g. If the money in your account is subject to legal process or other claim.
- h. If your account is frozen because of a delinquent loan.
- i. If the error was caused by a system of any of the designated ATM networks.
- j. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- k. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise, the time you allow for payment delivery was inaccurate, or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, or any computer virus or problems related to software not provided by the Credit Union.
- m. If there are other exceptions as established by the Credit Union.
- n. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

## 19. Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## 20. Notices

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

## 21. Other General Terms

- a. *Governing Law.* This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.
- b. *Severability.* In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- c. *Enforcement.* You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

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## STCU Business Debit Card/ATM Access Agreement

This Agreement covers your and our rights and responsibilities concerning the Business Debit Card (Card) and ATM access services offered to you by Spokane Teachers Credit Union (“STCU”). In this Agreement, the words “you” and “yours” mean those who sign the application as applicants, joint owners or any authorized users. The words “we,” “us,” “our” and “Credit Union” mean Spokane Teachers Credit Union. The word “account” means any one or more deposit accounts you have with STCU. By signing the Account Card or signing or using a Debit Card, each of you, jointly and severally, agree to be bound by the terms and conditions of the STCU Membership and Account Agreement, STCU’s Electronic Services Agreement and this STCU Debit Card/ATM Access Agreement, and any amendments.

Electronic funds transfers (EFTs) include electronically initiated transfers of money through automated teller machines (ATMs), point of sale (POS) terminals and Debit Card purchases with participating merchants involving your deposit accounts at STCU.

### 1. Services.

- a. **ATMs.** You may use your card and personal identification number (PIN) in automated teller machines of STCU, our participating card networks, and such other machines or facilities we may designate. At the present time, you may use your card to make the following transactions on your account:
  - Withdraw cash from your savings and checking accounts.
  - At designated ATMs to make deposits, inquiries, or transfers between your savings and checking accounts.
  - Other transactions as offered and permitted in the future.
- b. **Debit Card.** There are a variety of means that you may employ to make a purchase of goods and services any place that your card is honored by participating merchants. You may present your card to a participating merchant and sign the sales draft, enter your PIN into the point of sale terminal, or identify your card number and expiration date to a participating merchant for the purpose of making a purchase or payment by telephone or over the Internet.

Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, STCU may treat the transaction as an overdraft request pursuant to any applicable overdraft protection plan or may terminate all services under this agreement.

Your monthly statement will identify the merchant, financial institution, or electronic terminal at which transactions

were made, but STCU does not return sales, cash advance, credit or other slips with the statement. You will retain the copy of such slips or documents furnished at the time of the transaction in order to verify the monthly statement. STCU may assess a reasonable charge for photocopies of slips you request.

You may not use your card for an illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

### 2. Service Limitations.

- a. **ATM Machines.**
  - (i) **Cash Withdrawals.** There is no limit to the number of cash withdrawals you may make at credit union ATMs and nonproprietary ATMs. You may withdraw up to \$1,010 (if there are sufficient funds in your account) per calendar day, at any authorized ATM, subject to limits placed on each individual ATM. For purposes of the daily limit, a day is from midnight to midnight.
  - (ii) **Transfers.** You may transfer funds between your savings and checking accounts up to the balance in your account at the time of the transfer at available locations.
- b. **Deposits.** The servicing and processing schedule of automated teller machines may result in delay between the time a deposit is made and when it will be available for withdrawal. You should refer to STCU’s Funds Availability Policy.
- c. **Debit Card/POS Purchases.** You may make debit purchases at participating merchants and POS terminals up to the maximum amount of \$5,000 per calendar day. For purposes of the daily limit, one day is from midnight to midnight. There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day.

### 3. Conditions of Card Use. The use of your card and account are subject to the following conditions:

- a. **Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.
- b. **Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

- c. **Access Devices.** An access device or “Mobile Device” means a smartphone, tablet, or any other hand held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number (“Digital Card Number”) and use that Digital Card Number to make debit card transactions. You should secure Mobile Devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it. If you authorize anyone to use your access device with your stored debit card number 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 access code immediately.

- d. **Security of Personal Identification Number (PIN).** The personal identification number (PIN) issued to you is for your security purposes. This access code is confidential and should not be disclosed to third parties or recorded on or with the card or your account information. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying STCU and changing your access code immediately. If you fail to maintain the security of these access codes and STCU suffers a loss, we may terminate your ATM and account services immediately.

- e. **P2P External Transfers.** P2P is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a network we select. Certain merchants offer P2P service apps to enable a person to send or receive one-time electronic money transfers through a debit card. You may use your account or card to transfer funds to third parties through money transfer applications. The payment application you select is a payment service provider that helps you make payments to persons you designate. We are not responsible for the identity of any recipient to whom you have authorized a payment or to ensure that a recipient will complete a transaction. If you don't know the person, or you aren't sure whether you'll get what you paid for (for example, items bought from an online bidding or sales site), you shouldn't use a P2P money transfer service to make a payment. You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your Information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P payments and may

at its sole discretion disallow the use of P2P payments from any Credit Union member. When an Online Banking P2P Payment is made, the funds are typically withdrawn from your account within 1-3 business days. It is your responsibility to have the funds available when you initiate the transaction and maintain those funds in the account for withdrawal. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able cancel the electronic Transfer. You agree that you are fully responsible and liable for any transaction errors or damages or claims resulting from your set up and initiation of a P2P transfer. There is no protection program offered for any authorized payments made through P2P services - for example, if you don't receive the item you paid for or the item isn't as described or as you expected. If you choose to utilize a P2P service, this is considered the equivalent to sending cash.

### 4. Member Liability.

- a. **Authorized Transactions.** You are solely responsible for all transfers you authorize using the Debit Card services under this Agreement. Also, if you permit or authorize a business owner, employee, agent, representative or other persons to use your Card, PIN, access device, or access code, you are fully responsible for all transactions they authorize or conduct with your Card, PIN, access device, or access code, even if the amount exceeds your expressed or implied instructions. Once you authorize a person to use your Debit Card, PIN or access code, their use of the Card, PIN or access code is deemed authorized until you notify STCU, that their authority is revoked. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.
- b. **Liability for Unauthorized Use.** For business accounts, STCU will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your Card, PIN, access code or account or service resulting from any compromise of your data, passwords or other information. For Debit Card purchase transactions, if you notify us of your lost or stolen Card you will not be liable for any losses provided that you were not grossly negligent or fraudulent in handling your Card and you promptly provide us with a written statement regarding your unauthorized Card claim. Otherwise you are responsible for all Card transactions conducted on your account, whether authorized or unauthorized.
- c. **Notification to Credit Union.** Tell us at once if you believe anyone has used your Card, PIN, access device, or access code and accessed your accounts without your authority or if you believe that a transaction has been made without your permission. Telephoning is the best way of keeping your possible losses down. If you believe your Card, PIN, access device, or access code has been compromised or that someone has

transferred or may transfer money from your account without your permission, call:

Washington: (509) 326.1954

Idaho: (208) 619.4000

Toll Free in the U.S. and Canada: (800) 858.3750

or write:

STCU

1620 North Signal Drive

Liberty Lake, WA 99019-9517

5. **Business Days.** Our business days are Monday through Friday. Holidays are not included. Most ATMs operate seven (7) days a week, 24 hours a day.
6. **Fees and Charges.** There are certain charges for electronic funds transfer services as set forth in the Rate and Fees Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. Fees may include:
  - **Overdraft Fee \$29.00** for any debit card transaction that overdraws your account, if you have requested the Privilege Pay service.
  - **ATM Surcharges.** If you use an ATM that is not operated by STCU, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.
  - **Currency Conversion/Foreign Transaction Fee.** Purchase and cash advance transactions made in or with merchants located in foreign countries or in foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions is a rate selected by our card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, we may charge you a Foreign Transaction Fee of 2% of the settled transaction amount in U.S. dollars for all purchase transactions made in or with merchants located in a foreign currency or in a foreign country, regardless of currency conversion.
7. **Right to Receive Documentation.**
  - a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM, POS terminal or participating merchant will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
  - b. **Terminal Receipt.** You will receive a receipt at the time you make a transaction (except inquiries) using an ATM or POS terminal or with a participating merchant, except some electronic terminals will not provide you receipts for transactions of \$15 or less.

8. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We may disclose information to third parties related to your electronic funds transactions in the following limited circumstances:
  - a. As necessary to complete transfers;
  - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
  - c. To comply with government agency or court orders;
  - d. If you give us your express permission.
9. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for the following:
  - a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
  - b. If you used the wrong PIN or you used an ATM, PIN or card in an incorrect manner.
  - c. If the automated teller machine (ATM) where you are making the transfer does not have enough cash, or was not working properly and you knew about the problem when you started the transaction. The ATM machine may retain your card in certain instances, in which you may contact STCU about its replacement.
  - d. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
  - e. If the money in your account is subject to legal process or other claim or is frozen because of a delinquent loan.
  - f. If the error was caused by a system of the designated ATM Networks or any other participating network.
  - g. If there are other exceptions as established by STCU.
10. **Termination of EFT Services.** You agree that we may terminate this agreement and your use of your EFT services and the use of your card if you or any authorized user of your PIN breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your PIN or card. You or any other party to your account can terminate this agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.
11. **Notices.** STCU reserves the right to change the terms and conditions upon which this service is offered. STCU will mail the notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing STCU account and any future changes to those regulations.

12. **ATM Safety Notice.** The following information is a list of safety precautions regarding the use of ATM and Night Deposit Facilities.
  - a. Be aware of your surroundings, particularly at night.
  - b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
  - c. If another person is uncomfortably close to you at the time of your transaction, cancel the transaction and leave.
  - d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
  - e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
  - f. If you are followed after making a transaction, go to the nearest public area where people are located.
  - g. Do not write your personal identification number or code on your card or store in your purse or wallet.
  - h. Report all crimes to law enforcement officials immediately.
13. **Indemnity.** If you ask STCU to follow instructions that STCU believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damage, whether directly or indirectly, STCU may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend STCU against any claims and pay all legal fees and costs associated with the defense.
14. **Waiver.** Any waiver for any term or condition stated in this agreement must be in writing and signed by an officer of STCU and shall not be considered as a waiver of any future or other obligation or right.
15. **Severability.** In the event that any paragraph of this agreement or any portion 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.
16. **Governing Law.** This agreement is governed by the bylaws of STCU, federal laws and regulations of the State of Washington and local clearing house rules, and card network operating 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 STCU is located.
17. **Enforcement.** In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts assessed 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. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which STCU is located, if allowed by applicable law.

This credit union is federally insured by the National Credit Union Administration

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## Guide to Benefits

### STCU Business debit Mastercard®

- Mastercard® Business Card
- World Elite Mastercard® for Business Card
- Debit Mastercard® Business Card
- Mastercard® Prepaid Business Card

#### Important information. Please read and save.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372**, or **en Español: 1-800-633-4466**.

“Card” refers to Mastercard® card and “Cardholder” refers to a Mastercard® cardholder.

The chart below identifies the specific benefits of each program at a glance. We suggest you take a few minutes to familiarize yourself with the benefits of each program. You may also want to make a photocopy to take with you when traveling. This Guide applies to travel and retail purchases made on or after February 1, 2019, and supersedes any previous Guide or program.

	Intuit QuickBooks	Intuit TurboTax	Mastercard Mobile Receipt Management	Cellular Wireless Telephone Protection	Mastercard ID Theft Protection	Mastercard Global Service	Mastercard Rental Insurance	Mastercard Travel & Lifestyle Services	Premium Easy Savings*	Easy Savings*	Mastercard Business Assistant	ShopRunner
Business Card	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
World Elite for Business	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Debit Business Card	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Prepaid Business Card	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

\*Subject to Card Issuer participation. Please check with your issuer to see if you are enrolled in the Easy Savings program.

### Key Terms

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

**Account Holder** means a person to whom an Eligible Account is issued and who holds the Eligible Account under his or her name.

**Administrator** means Sedgwick Claims Management Services, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at **1-800-Mastercard**.

**Authorized Driver(s)** means a driver with a valid driver’s license issued from their state of residence and indicated on the rental agreement.

**Authorized User** means a person who is recorded as an authorized user of an Eligible Account by the Account Holder and who is authorized by the Account Holder to make payments to the Eligible Account.

**Cardholder** means the Account Holder or Authorized User of an Eligible Account in good standing.

**Covered Card** means the Mastercard® card linked to your Eligible Account.

**Damage** means items that can no longer perform the function they were intended to do in normal service due to broken parts, material or structural failures.

**Eligible Account** means the account associated with the Cardholder’s U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for coverage under the Group Policy.

**Eligible Cellular Wireless Telephones** means the cellular telephones associated with the primary line and up to the first four secondary, additional or supplemental lines on the Eligible Person’s monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

**Eligible Person** means a Cardholder who charges his or her monthly bill for an Eligible Cellular Wireless Telephone to his or her Covered Card. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

**Evidence of Coverage (EOC)** means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to You at no additional charge under a Group Policy issued by New Hampshire Insurance Company, an AIG company. Representations or promises made by anyone that are not contained in the group policy are not part of Your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the group policy, the terms of the group policy govern Your coverage.

**Group Policy** means the Cellular Protection Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

**Manufacturer Suggested Retail Price (MSRP)** means the purchase price of the vehicle or the value of the vehicle.

**Mysteriously Disappear** means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

**Rental Agreement** means the entire agreement or contract that you receive when renting a vehicle from a vehicle rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the rental agreement.

**Stolen** means taken by force and/or under duress or a loss which involves the disappearance of an Eligible Cellular

Wireless Telephone from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

**United States Dollars (USD)** means the currency of the United States of America.

**Vehicle** means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

### BUSINESS SERVICES

#### Intuit QuickBooks® Online Discount

##### Program Description:

QuickBooks Online is accounting software for self-employed and small businesses designed to help manage sales and expenses, get invoices paid, accept payments and much more. With real-time, accurate data you can access anywhere, anytime, and with any device, you’ll always know where you stand so you can focus on your business. Mastercard **cardholders** can sign up for a 30-day free trial and save up to 50% on QuickBooks Online products.

##### Eligibility:

To be eligible for a discount on Intuit QuickBooks Online, you must have a valid Mastercard Small Business Credit, Debit or Prepaid card issued by a U.S. financial institution. Trial and discount offers are valid for new QuickBooks Online subscriptions only.

##### How to use the Intuit QuickBooks® Online benefit:

Visit <https://quickbooks.intuit.com/fi/mastercard> and follow instructions to purchase the appropriate version of QuickBooks® Online for your business. Use your Mastercard Small Business Credit, Debit or Prepaid card to pay for your discounted purchase (discounts for new QuickBooks® Online customers only).

##### Terms and Conditions:

QuickBooks Terms of Service can be found at <https://quickbooks.intuit.com/global/terms-of-service/>.

#### Intuit TurboTax® Discount

##### Program Description:

TurboTax, the #1 best-selling tax preparation software, coaches consumers and small businesses step-by-step through their federal and state taxes, no previous tax knowledge needed. TurboTax guarantees 100% accurate calculations and your maximum tax refund, so you can be confident your taxes are done right. Mastercard cardholders can save up to \$20 on TurboTax federal products.

##### Discounts are applicable to TurboTax Online and TurboTax download versions:

- TurboTax Self-Employed uncovers industry-specific deductions personalized to you and your line of work

- TurboTax Business (download version) is designed for Partnerships, S Corps, C Corps, multi-member LLCs, trusts and estates
- TurboTax Live products offer real-time expert advice on demand and a final review of your return by a CPA or EA

##### Eligibility:

To be eligible for a discount on Intuit TurboTax, you must have a valid Mastercard Small Business Credit, Debit or Prepaid card issued by a U.S. financial institution.

##### How to use the Intuit TurboTax benefit:

Visit <https://turbotax.intuit.com/affiliate/mastercard> and follow instructions to purchase the right version of TurboTax for your business. Use your Mastercard Small Business Credit, Debit or Prepaid card to pay for your discounted purchase.

##### Terms of Service and Guarantees:

TurboTax Terms of Service can be found at <https://turbotax.intuit.com/corp/terms-of-service.jsp> and TurboTax Product Guarantees and other important information are located at <https://turbotax.intuit.com/lp/yoy/guarantees.jsp>.

#### Mastercard Mobile Receipt Management

##### Program Description:

Mastercard offers a free Mobile Receipt Management application for all Small Business Credit, Debit and Prepaid **cardholders** in the United States. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to better cash management for small businesses and the Mastercard Mobile Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

##### Eligibility and Activation:

To use the Mastercard Mobile Receipt Management app, simply download the free iOS or Android version from the Apple or Google app store. Then use your valid Mastercard Small Business Credit, Debit or Prepaid card (issued by a U.S. financial institution) to activate the mobile app.

#### Mastercard Business Assistant

Mastercard® Business World Elite offers you the Mastercard Business Assistant Service. Imagine your own Assistant 24 x 7 x 365, where knowledgeable experts can assist with all your business needs, whenever you need it. This provides robust, personalized features that will save you time and simplify your busy day, such as:

- Local experts who can provide on-site assistance with

everyday business needs like helping identify the best location for a client meeting or installing a new printer.

- Reminder service for those dates or events that you can't afford to miss. Let the Mastercard Business Assistant assist you today, so you can get back to business! Our experts look forward to assisting you at 1-800-Mastercard.

## PEACE OF MIND

### Cellular Wireless Telephone Protection – Commercial

#### Evidence of Coverage:

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

#### A. To get coverage:

You must charge your monthly **Eligible Cellular Wireless Telephone** bill to your **Covered Card**. You are eligible for coverage the first day of the calendar month following the payment of your Eligible Cellular Wireless Telephone bill to your Covered Card. If you pay an Eligible Cellular Wireless Telephone bill with your Covered Card and fail to pay a subsequent bill to your Covered Card in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your Covered Card; and
2. Your coverage resumes on the first day of the calendar month following the date of any future payment of your Eligible Cellular Wireless Telephone bill with your Covered Card.

#### B. The kind of coverage you receive:

- Reimbursement for the actual cost to replace or repair a **Stolen** or damaged Eligible Cellular Wireless Telephone.
- Coverage ends on the earliest of: The date you no longer are a **Cardholder**; the date the **Eligible Account** is determined to be ineligible by the participating organization; the date the participating organization ceases to pay premium on the **Group Policy**; the date the participating organization ceases to participate in the Group Policy; the date the Group Policy is terminated.

#### C. Coverage limitations:

Coverage for a Stolen or damaged Eligible Cellular Wireless Telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is \$800 per claim, and \$1,000 per 12-month period. Each claim is subject to a \$50 deductible.

Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

#### D. What is NOT covered:

The following items are excluded from coverage under the Group Policy:

- Eligible Cellular Wireless Telephone accessories other than the standard battery and standard antenna provided by the manufacturer;
- Eligible Cellular Wireless Telephones that are lost or **Mysteriously Disappear**;
- Eligible Cellular Wireless Telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service;
- Eligible Cellular Wireless Telephones Stolen from baggage unless hand-carried and under the **Eligible Person's** supervision or under the supervision of the Eligible Person's traveling companion who is previously known to the Eligible Person;
- Eligible Cellular Wireless Telephones Stolen from a construction site;
- Eligible Cellular Wireless Telephones which have been rented or leased from a person or company other than a cellular provider;
- Eligible Cellular Wireless Telephones which have been borrowed;
- Eligible Cellular Wireless Telephones that are received as part of a pre-paid plan;
- Cosmetic damage to the Eligible Cellular Wireless Telephone or damage that does not impact the Eligible Cellular Wireless Telephone's ability to make or receive phone calls (including minor screen cracks and fractures less than 2 inches in length that do not prevent the ability to make or receive phone calls or to use other features related to making or receiving phone calls);
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin;
- Damage or theft resulting from mis-delivery or voluntary parting from the Eligible Cellular Wireless Telephone;
- Replacement of Eligible Cellular Wireless Telephone(s) purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;
- Taxes, delivery or transportation charges or any fees associated with the service provided; or
- Losses covered under a warranty issued by a manufacturer, distributor or seller.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the Group Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate

controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### E. How to file a claim:

Call **1-800-mastercard** or go to **www.mycardbenefits.com** to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our **Administrator** within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:

- Your card statement reflecting the monthly Eligible Cellular Wireless Telephone payments for the month preceding the date the Eligible Cellular Wireless Telephone was Stolen or suffered damage;
- A copy of your current wireless service provider's billing statement;
- If a claim is due to damage, a copy of the repair estimate and photos of the damage;
- If the claim is due to theft, a copy of the police report filed within 48 hours of the theft;
- Any other documentation or information reasonably requested by us to support the claim.

#### Legal Disclosure:

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the Cardholder, at no additional charge.

The insurance benefits are provided under the Group Policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC are governed by the Group Policy.

**Effective date of benefits:** This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder may cancel these benefits at any time or choose not to renew the insurance coverage for all Cardholders. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to Eligible Accounts issued in the United States. The United States is defined as the fifty U.S. states and the District of Columbia. No person or entity other than you shall have any legal or equitable right, remedy, or claim for benefits, insurance

proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your Eligible Account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** The Group Policy is not assignable, but the benefits may be assigned.

**Intentional Misrepresentation and Fraud:** If any request for benefits made under the Group Policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the Group Policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

**Due Diligence:** You must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the Group Policy.

**Subrogation:** If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them.

**Salvage:** If an item is not repairable, we may request that you send the item to us for salvage at your expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the Group Policy, the Group Policy shall control.

**Washington Residents:** For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The EOC, Key Terms, and Legal Disclosures are in the entire agreement between you and us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between

this Guide to Benefits and the Group Policy, the Guide to Benefits shall control.

## Mastercard ID Theft Protection (IDT)

### Program Description:

Mastercard ID Theft Protection provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering prevents identity theft by monitoring the Internet, indexed and not, searching for compromised credentials and potentially damaging use of cardholders' personal information in order to detect fraud at its inception.

### Eligibility:

**All Mastercard consumer credit cardholders in the US are eligible for this coverage.**

### Access:

Simply contact **1-800-Mastercard** if you believe you have been a victim of Identity Theft.

### Services provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/>. The services include:

**Online Monitoring Dashboard (requires activation):** The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity theft alerts.

**Monthly Risk Alert / Newsletter:** Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity theft practices.

**Identity Monitoring:** IDT searches the internet to detect compromised credentials and potentially damaging use of cardholders' personal information, and alerts them via email so that they can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards
- Bank Accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number

- Vehicle Insurance cards
- Social Security Number

Mastercard is offering cardholders the above-mentioned protections through Iris OnWatch, Generali Global Assistance's proprietary internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Iris is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves.

**Resolution Services:** Cardholders will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve cardholders' identity theft incidents and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to give limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

**Lost Wallet Assistance:** Cardholders will be provided assistance with notifying the appropriate issuing authorities to cancel and replace **stolen** or missing items, such as their debit/credit, Social Security card, and passport.

**Emergency Cash Advance and Travel Arrangements:** Cardholders are provided an emergency cash advance of up to \$500 and assistance with making travel arrangements, including airline, hotel, and car rental reservations. This service is available when an ID theft event occurs more than 100 miles away from the cardholders' primary place of residence.

**Single Bureau Credit Monitoring:** Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage.

**Financial Account Takeover:** IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

An alert is sent to the cardholder if a series of knowledge-based authentication questions are used to authenticate

the account's user. To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

**URL and Domain Monitoring:** IDT identity monitoring services are enhanced by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for cardholders' business URL and domain within corporate data breaches, malicious third-party botnets, and criminal forums.

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/>.

### Charges:

There is no charge for these services, they are provided by your Financial Institution.

### Services NOT provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

### Program provisions for Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

## Mastercard Global Service

Mastercard Global Service® provides worldwide, 24-hour assistance with lost and **stolen** card reporting, emergency card replacement, and emergency cash advance. Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's

approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-Mastercard (1-800-627-8372)**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 80 countries worldwide. Some of the key toll free Mastercard Global Service telephone numbers are:

Australia.....	1-800-120-113
Austria.....	0800-070-6138
France.....	0-800-90-1387
Germany.....	0800-071-3542
Hungary.....	06800-12517
Ireland.....	1-800-55-7378
Italy.....	800-870-866
Mexico.....	001-800-307-7309
Netherlands.....	0800-022-5821
Poland.....	0-0800-111-1211
Portugal.....	800-8-11-272
Spain.....	900-822-756
United Kingdom.....	0800-96-4767

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our website at [www.mastercard.com](http://www.mastercard.com) or call the United States collect at **1-636-722-7111**.

### Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the United States, call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

### ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at [www.mastercard.com](http://www.mastercard.com) to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

## MasterRental Insurance Coverage

### Evidence of Coverage:

- Pursuant to the below terms and conditions, when you rent a **vehicle** for thirty-one (31) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.
- Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

#### A. To get coverage:

The rental vehicle must be rented primarily for business purposes, and You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your covered card and/or the accumulated points from your covered card at the time the vehicle is returned. If a rental company promotion/ discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your covered card.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company when coverage is secondary.

You must rent the vehicle in your own name and sign the rental agreement.

Your rental agreement must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one consecutive days are not covered.

The rented vehicle must have a **MSRP** that does not exceed \$50,000 **USD**.

#### B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical damage and theft of the vehicle, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service. Loss of use charges must be substantiated by a location and class specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or damage to personal effects in transit in the rental vehicle or in any building en route during a trip using the rental vehicle. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

#### C. Coordination of Benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an authorized driver's primary auto insurance;
2. Collision/damage waiver provided to you by the rental agency;
3. Any other collectible insurance;
4. The coverage provided under this **EOC**.

If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described under the kind of coverage you receive, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

- If the vehicle is rented primarily for business purposes or outside the cardholder's domiciled country, coverage is considered primary coverage.

#### D. Who is covered:

The covered card cardholder and those designated in the rental agreement as authorized drivers. You, your associates, and immediate family are covered by Secondary Personal Effects Insurance subject to the limits expressed above.

#### E. Excluded rental vehicles:

- Vehicles not required to be licensed.
- All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental vehicle that has a MSRP that exceeds \$50,000 USD.

#### F. Where you are covered:

Coverage is not available in countries where:

- a. This EOC or the **group policy** is prohibited by that country's law; or
- b. The terms of the EOC or group policy are in conflict with the laws of that country.

#### G. Coverage limitations:

We will pay the lesser of the following:

- a. Reasonable and customary charges of repair or the actual repair amount;
- b. Wholesale market value less salvage and depreciation;
- c. The rental agencies' purchase invoice less salvage and depreciation;
- d. The contractual liability assumed by you or an authorized driver of the rental vehicle;
- e. The actual cash value; or
- f. \$50,000 USD.

In addition, coverage is limited to \$500 USD per incident for reasonable loss of use charges imposed by the vehicle

rental company for the period of time the rental vehicle is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

#### H. What is NOT covered:

- Personal Effects Insurance does not cover animals, automobile equipment, motorcycles, boats, motors, sporting equipment, personal computers, household furniture, contact lenses, hearing aids, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents, perishables, delays, loss of market, or indirect or consequential losses or damages of any kind.
- Vehicle keys or rental company portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or **authorized user** on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than that what is specifically covered under rental agreement.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/ or rental agency, as a result of negligence. Loss of keys is considered negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage unless caused by theft, vandalism or vehicle collision.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of

contraband; illegal activity or acts.

- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- Inherent damage.
- Damage to windshields which is not the result of a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

In addition, We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### I. How to file a claim:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
  - o Receipt showing the vehicle rental charge.
  - o Statement showing the vehicle rental charge.
  - o The rental agreement (front and back).
  - o Copy of Your valid driver's license (front and back).
  - o Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage if applicable.
  - o Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved in a collision that requires the vehicle; to be towed, in a multi-vehicle collision, or the vehicle is not drivable.
  - o Police report detailing the theft of personal items.
  - o Replacement receipt for personal effect items.
  - o Itemized repair estimate from a factory registered collision repair facility.

- o Copy of the vehicle rental company promotion/ discount, if applicable.
- o Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
- o Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

## MERCHANT BENEFITS

### Mastercard Premium Easy Savings® Program

Mastercard World Elite for Business offers you a premium experience of the Easy Savings program. In addition to all of the same savings you receive in the Easy Saving program, the Premium Easy Savings program delivers more upscale merchant offers both in the USA and also when traveling to other countries where Easy Savings exists. If you receive automatic rebates from the US Small Business program, the same terms and conditions of this new premium benefit are the same as what is outlined below:

### Mastercard Easy Savings® Program

If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

Cardholder Terms & Conditions for Mastercard Easy Savings® Program - U.S. Small Business and Mastercard Easy Savings® Program - U.S. Commercial Mastercard International Incorporated (“Mastercard”) is providing these Mastercard Easy Savings® Program - Terms and Conditions (“Terms and Conditions”) with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a “Small Business Card”) and/or U.S. Mastercard Multi Card card, Mastercard Purchase Card card, and/or Mastercard Corporate Card (each, a “Commercial Card”). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings® Program - U.S. Small Business and/or the Mastercard Easy Savings® Program - U.S. Commercial (each, as applicable, the “Program”). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your issuing bank.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard Small Business Card or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, the words “you” and “your” mean the person or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words “we,” “us” and “our” mean Mastercard. “Program Website” means [www.easysavings.com](http://www.easysavings.com) for the Mastercard Easy Savings® Program - U.S. Small Business or [www.easysavings.com/commercial](http://www.easysavings.com/commercial) for the Mastercard Easy Savings® Program - U.S. Commercial (or such other websites as we may establish for the Program).

**Participation:** For Mastercard Easy Savings® Program - U.S. Small Business only: If you have been notified by the issuer that issued your Mastercard Small Business Card that your Mastercard Small Business Card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to [www.easysavings.com](http://www.easysavings.com) and register to receive program updates, and see your and/or your employees’ card rebates at that site. If you have been notified by the issuer that issued your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **cardholders** using eligible, enrolled Small Business Cards or Commercial Cards, as applicable, issued by a United States financial institution (“Cards”). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website and as posted at:

For Mastercard Easy Savings® Program - U.S. Small Business:

[http://www.mastercard.com/easysavings/common/en\\_US/termsconditions.html](http://www.mastercard.com/easysavings/common/en_US/termsconditions.html), as may be amended from time to time.

For Mastercard Easy Savings® Program - U.S. Commercial:

[http://www.mastercard.com/easysavings/common/en\\_MM/termsconditions.html](http://www.mastercard.com/easysavings/common/en_MM/termsconditions.html), as may be amended from time to time.

If you request a user ID to access rebate information on the Program Website, we may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

**Your Data:** You agree to the terms of the Program’s privacy notice as posted at <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as may be amended from time to time. You acknowledge and agree that your issuing bank and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

**Merchant Offers:** Merchants that are participating in the Program (“Merchant(s)”) may provide offers for rebates on purchases of goods or services (“Offers”) at participating Merchant locations for Cards. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant, and are subject to change at any time and without notice. Please refer to any disclosures provided by your issuing bank and the Program Website for any details on any Offer terms and conditions. Offers may

be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuers may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

**Offer Acceptance:** When you purchase goods or services using a Card from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction: (a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your Card account or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your Card account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your Card.

**Reversals:** All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

**Disclaimer of Liability:** Our role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. We are not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the issuing banks or Merchants. We provide the Program on an “AS IS” basis, and we disclaim any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. We are not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from our failure to perform the express obligations under these Terms and Conditions. We and our affiliates, our respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, we are not responsible for any Card account fees or penalties that you incur on your Card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and us and may not make any commitments that are binding on us.



**Program Information:** By registering on the [easysavings.com](https://www.easysavings.com) site, you agree to receive Program information via email and to advise us of any change in your email address by providing updated information via the Program Website. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Website as well as for other purposes as determined by Mastercard.

**Termination:** You may terminate your participation in the Program at any time by notifying your issuing bank. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in our discretion. We or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. We reserve the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

**Change of Terms:** We can add to, delete from, or change (each, a “change”) the terms of these Terms and Conditions and/or the Program at any time. We will notify you of changes by posting the revised terms and conditions on the Program Website.

**Questions Regarding the Program:** You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your issuing bank.

**Disputes:** Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by us, by your issuing bank, or Merchants. That resolution will be final and binding on you.

**Additional Terms:** Your issuing bank and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your issuing bank.

**Miscellaneous:** These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled “Disputes”, shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. We may assign our rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by us of our rights under these Terms and Conditions is binding only if in a writing signed by us. The use of your issuing bank and Merchant names and logos in the Program is by permission only.

#### **Mastercard Easy Savings® Program U.S. Small Business**

**– Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com](https://www.easysavings.com) for more details.

#### **Mastercard Easy Savings® Program for Commercial**

**– Participating Merchants Offer Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at [www.easysavings.com/commercial](https://www.easysavings.com/commercial) for more details.

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### **ShopRunner Program**

ShopRunner is an online shipping service that helps its members save both time and money. ShopRunner members receive unlimited free two-day shipping and free return shipping on purchases at more than 140 online stores, including clothing, shoes, beauty, electronics, home, gifts and more. Retailers include Neiman Marcus, Lord & Taylor, American Eagle, Tory Burch, Calvin Klein, Kate Spade, 1-800-Flowers.com and many more.

#### **Eligibility:**

To be eligible for a free ShopRunner membership, you must be a valid World or World Elite cardholder who holds a Mastercard issued by a U.S. financial institution.

How to use the ShopRunner benefit:

- Create a ShopRunner account on the [www.shoprunner.com/mastercard](https://www.shoprunner.com/mastercard) website.
- Shop at the participating merchants from the merchant site, from the links on the ShopRunner site, or from the ShopRunner mobile app.
- Once you are logged into your account, the free shipping benefit is applied, provided the item is eligible for free shipping.
- ShopRunner members also enjoy free return shipping on their orders placed with ShopRunner.

#### **Terms and Conditions:**

Full Terms & Conditions are found at [www.shoprunner.com/terms/sr/](https://www.shoprunner.com/terms/sr/).

- ShopRunner members are entitled to free two-day shipping on all eligible purchases as well as free returns.

#### **Shipping:**

- Eligible items will ship within 2 business days via shipping partners like UPS and FedEx. ShopRunner only ships to physical addresses in the United States, including, in most cases, Alaska, Hawaii and Puerto Rico, but in some cases, certain regions cannot be reached in two days. Any shipment to a PO Box, APO/FPO/DPO or international address is excluded from the ShopRunner program.
- Items that are eligible for ShopRunner benefits will be designated on the Retailer’s site. ShopRunner is only available for certain online purchases and certain products on a Retailer’s site, and ShopRunner may not

be available on all web browsers (e.g., mobile websites, smart phone mobile or tablet applications). Certain Retailers may require a minimum aggregate order value in order for an order to be eligible for ShopRunner benefits.

#### **Returns:**

- For returns of eligible items, ShopRunner members must follow the Retailer’s return policies and instructions.
- In the event that a merchant who participates in the ShopRunner service offers free return shipping, the cardholder will return the ShopRunner eligible item through the merchant’s standard process.
- For returns of eligible items purchased via the ShopRunner service, for which the merchant does not offer free return shipping, ShopRunner will provide **cardholder** with a postage paid return label that can be used to return items back to the merchant. To obtain your ShopRunner pre-paid return label simply sign in to the My Account section on [www.shoprunner.com](https://www.shoprunner.com). Next to each ShopRunner eligible order there is a link to generate a pre-paid return label. Print the label, affix it to your return packaging and follow the rest of the Retailer’s return instructions.

### **Account and Billing Information**

**Important:** Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution’s phone number should be available on your monthly billing statement or on the back of your card.

**Reminder: Please refer to the Legal Disclosure section.**

### **Extended Warranty – One Year Benefit**

#### **Evidence of Coverage**

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

#### **A. To get coverage:**

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.
- The item must have an original manufacturer’s (or U.S. store brand) warranty of twelve (12) months or less.

#### **B. The kind of coverage you receive:**

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer’s (or U.S. store brand)

warranties that differ for parts, labor, compressor, etc.

- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer’s (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer’s (or U.S. store brand) warranty expires.

#### **C. Coverage limitations:**

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your **covered card** or \$10,000, whichever is less.
- If either the original manufacturer’s (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

#### **D. What is NOT covered:**

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional Services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals.)
- Application programs, operating software, and other software.

- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/ service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

#### E. How to file a claim:

- Call 1-800-MasterCard to request a claim form. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
  - Completed and signed claim form.
  - Receipt showing covered item(s).
  - Statement showing covered item(s).
  - Itemized purchase receipt(s).
  - Original manufacturer's (or U.S. store brand) warranty.
  - Service contract or optional extended warranty, if applicable.
  - Itemized repair estimate from a factory authorized service provider.
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

## Purchase Assurance

### Evidence of Coverage

Pursuant to the below terms and conditions, when an item you bought with your **covered card** is **damaged** or **stolen** within ninety (90) days of purchase, you may be eligible for benefits under this coverage.

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

#### A. To get coverage:

- You must purchase the new item entirely with your **covered card** and/or accumulated points from your **covered card** for yourself or to give as a gift.

#### B. The kind of coverage you receive:

- Most items you purchase entirely with your **covered card** are covered if **damaged** or **stolen** for ninety (90) days from the date of purchase as indicated on your **covered card's** receipt.
- Items you purchase with your **covered card** and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage benefit.

#### C. Coverage limitations:

- Coverage is limited to the lesser of the following:
  - The actual cost of the item (excluding delivery and transportation costs).
  - A maximum of \$1,000 per loss and a total of \$25,000 per **cardholder** account per twelve (12) month period.
  - Purchases that are made up of a pair or set will be limited to the cost of repair or replacement of the specific item **stolen** or **damaged**. If the specific item cannot be replaced individually or repaired, the value of the pair or set will be covered not to exceed the limits above.
- Coverage for **stolen** or **damaged** jewelry or fine art will be limited to the actual purchase price as listed on your credit card statement, regardless of sentimental or appreciated market value.

#### D. What is NOT covered:

- Items left in public sight, out of arm's reach, lacking care, custody or control by the **cardholder**.
- Lost items, and items that mysteriously disappear (the only proof of loss is unexplained or there is no physical evidence to show what happened to the item) without any evidence of a wrongful act.
- Items that are **stolen** from any location or place (including, but not limited to, exercise facilities, places of employment, schools, or places of worship) due to the lack of due diligence by you or another party.
- Items lost, **stolen**, **damaged**, or mis-delivered while under the care, custody, and control of another party or

common carrier (including, but not limited to, airlines, the U.S. Postal Service, UPS, FedEx, or other delivery services).

- Losses due to normal wear and tear, misuse, gradual deterioration, and/or abuse.
- Losses resulting from any dishonest, fraudulent, or criminal act committed or arranged by you.
- Losses that cannot be verified or substantiated.
- Items covered by a manufacturer's recall or class action suit.
- Items that you **damage** through alteration (including, but not limited to, cutting, sawing, shaping).
- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- **Stolen** items without a documented report from the police.
- Items that are **damaged** during transport via any mode.
- Items **stolen** from the interior or exterior of a watercraft/boat, aircraft, motorcycle, automobile or any other motor vehicles.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Motorized equipment not designed for transportation and used solely for the upkeep and maintenance of a residence is eligible for coverage. (including, but not limited to, snow thrower, lawn mowers, and hedge trimmers).
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare, or precious metals, stamps, and coins, currency or its equivalent.
- Losses caused by insects, animals, or pets.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Items purchased for resale, rental, professional, or commercial use.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods, or property; professional advice of any kind, including, but not limited to, information/services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, computer programs, operating software, and other software.
- Losses resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion);

confiscation or **damage** by any government, public authority, or customs official; risks of contraband; illegal activity or acts.

- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Losses caused by liquids, fluids, oils, chemicals, or bodily fluids/excretions.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Items **stolen** or **damaged** at a new home construction site.
- Rented, leased, or borrowed items for which you will be held responsible.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.

#### E. How to file a claim:

- Call 1-800-MasterCard to request a claim form. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
  - Completed and signed claim form.
  - Repair estimate for **damaged** item(s).
  - Photograph clearly showing **damage**, if applicable.
  - Receipt showing purchase of covered item(s).
  - Statement showing purchase of covered item(s).
  - Report from police listing any items **stolen**.
  - Copy of the declarations page of any applicable insurance or protection (including, but not limited to, homeowner's, renter's, or auto insurance policy).
  - Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

## Travel Assistance Services

### MasterAssist Travel Assistance Services

Rely on Travel Assistance Services when you're away from home.

Travel Assistance Services is your guide to many important services you may need when traveling. Benefits are designed to assist you or your travel companions when you're traveling 50 miles or more from home.\* This is reassuring, especially when visiting a place for the first time or not speaking the language. For services, call **1-800-Mastercard**. Enrollment is automatic and the assistance service is free to **cardholders**.

Please keep in mind that you will be responsible for the fees incurred for professional or emergency services requested of Travel Assistance Services (e.g., medical or legal bills).

\*Travel Assistance Services are available worldwide, with the exception of those countries and territories which may be involved in an international or internal conflict, or in those countries and territories where the existing infrastructure is deemed inadequate to guarantee service. You may contact us prior to embarking on a covered trip to confirm whether or not services are available at your destination(s).

### MasterTrip® Travel Assistance

Before you begin your trip, MasterTrip provides information on travel requirements including documentation (visas, passports), immunizations or currency exchange rates. The exchange rate provided may differ from the exact rate that issuers use for transactions on your card. Information on exchange rates for items billed on your statement should be obtained from the financial institution that issued your card. MasterTrip will also help you locate any lost or stolen travel materials, including luggage. This is not an insurance policy for lost/stolen luggage and we do not reimburse you for a permanent loss.

If you have a travel emergency and need cash, MasterTrip can arrange to transfer up to \$5,000 from a family member, friend, or business account.

This service does not provide maps or information regarding road conditions.

### Travel Services Medical Assistance

Provides a global referral network of general physicians, dentists, hospitals and pharmacies. We can also help you refill prescriptions with local pharmacists (subject to local laws).

In the event of emergencies, a stateside physician or nurse can be contacted for consultation with the local medical staff and to monitor your condition. If you are hospitalized, we can arrange to have messages relayed home, transfer you to another facility if medically necessary, or have a family member or close friend brought to your bedside if you have been traveling alone (at cardholder's expense). If a tragedy occurs, we'll assist in securing travel arrangements for you and your travel companion(s).

### MasterLegal® Referral Service

Provides you with English-speaking legal referrals or consults with appropriate embassies and consulates regarding your situation.

Will assist in transfers up to \$5,000 in cash from a family member, friend or business to cover legal fees or to post bail. There is no charge for referral services; however, legal and bail fees are your responsibility.

### Master RoadAssist® Roadside Service

(Available only when traveling in the 50 United States and the District of Columbia)

If your car breaks down on the road, just call **1-800-Mastercard** and tell us where you are.

We'll send someone to the rescue. This is not only reassuring, but it may also save you money because fees for many services (jump- starts, towing, gas delivery, and tire changes) are pre-negotiated. Road service fees will be automatically billed to your Mastercard account.

You are responsible for emergency road service charges incurred by towing facilities responding to your dispatch, even if you are not with your vehicle (or it's gone) when the tow truck arrives. Mastercard International is not responsible or liable for the service the towing facility provides. Towing facilities are independent contractors, solely liable for their services.

Emergency road service is not available in areas not regularly traveled, in "off road" areas not accessible by ordinary towing vehicles, or for over one-ton capacity trailers, campers or vehicles-in-tow.

If you have a rental car, be sure to call the rental car agency before you call **1-800-Mastercard**, as many rental agencies have special procedures regarding emergency road service assistance.

### Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC is governed by the Group Policy.

**Effective date of benefits:** Effective February 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

**Cancellation:** The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

**Benefits to you:** These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States and the District of Columbia. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

**Transfer of rights or benefits:** No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

**Misrepresentation and Fraud:** Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

**Dispute Resolution – Arbitration:** This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

**Due Diligence:** All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence"

means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

**Subrogation:** If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

**Salvage:** If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

**Other Insurance:** Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

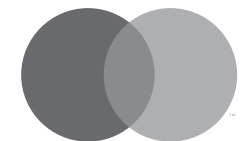
In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

**Severability of Provisions:** If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

To file a claim, call **1-800-Mastercard: 1-800-627-8372,**  
or en Español: **1-800-633-4466.**  
Visit our Web site at [www.mastercard.com](http://www.mastercard.com).





## Yields & Fees: Deposit Accounts

### Business Analyzed Checking

Earnings Credit	0.75%
Minimum Opening Deposit	none
Balance Method	monthly average
Account Features and Limitations	see #6 below

### Business Freedom Checking Account

Minimum Opening Deposit	none
Account Limitations	see #6 below

### Business Growth Checking Account

	under \$10,000.00	\$10,000.00 to \$24,999.99	\$25,000.00 to \$49,999.99	\$50,000.00 to \$99,999.99	\$100,000.00 or more
Dividend Rate/Annual Percentage Yield (APY)	0.00% / 0.00%	0.05% / 0.05%	0.10% / 0.10%	0.15% / 0.15%	0.15% / 0.15%
Dividends Compounded / Credited	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly
Dividend Period	monthly	monthly	monthly	monthly	monthly
Minimum Opening Deposit	none	\$10,000.00	\$25,000.00	\$50,000.00	\$100,000.00
Minimum Required Balance	none	\$10,000.00	\$25,000.00	\$50,000.00	\$100,000.00
Balance Method	daily balance	daily balance	daily balance	daily balance	daily balance
Account Limitations	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below

### Business Savings Accounts

	Business Savings
Dividend Rate/Annual Percentage Yield (APY)	0.05% / 0.05%
Dividends Compounded / Credited	monthly / monthly
Dividend Period	monthly
Minimum Opening Deposit	none
Minimum Required Balance to Earn Stated APY	none
Minimum Balance To Avoid Service Fee	\$250.00
Balance Method	daily balance
Account Limitations	see #6 below

### STCU Business Money Market Account

	under \$2,500.00	\$2,500 to \$9,999.99	\$10,000.00 to \$24,999.99	\$25,000.00 to \$49,999.99	\$50,000.00 to \$74,999.99	\$75,000.00 to \$99,999.99	\$100,000.00 or more
Dividend Rate/Annual Percentage Yield (APY)	0.10% / 0.10%	0.10% / 0.10%	0.10% / 0.10%	0.10% / 0.10%	0.10% / 0.10%	0.10% / 0.10%	0.15% / 0.15%
Dividends Compounded / Credited	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly
Dividend Period	monthly	monthly	monthly	monthly	monthly	monthly	monthly
Minimum Required Balance to Earn Stated APY	none	\$2,500.00	\$10,000.00	\$25,000.00	\$50,000.00	\$75,000.00	\$100,000.00
Minimum Balance to Avoid Service Fee	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Balance Method	daily balance	daily balance	daily balance	daily balance	daily balance	daily balance	daily balance
Account Limitations	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below

The rates, fees, and charges shown are effective Friday, April 8, 2022.

Spokane Teachers Credit Union may offer other rates for these accounts from time to time.

For the most current rates available, please call (509) 326-1954 or toll-free at (800) 858-3750.

Insured by NCUA.



## Yields & Fees: Deposit Accounts

### Business IOLTA Checking Specialty Business Account

	under \$10,000.00	\$10,000.00 to \$24,999.99	\$25,000.00 to \$49,999.99	\$50,000.00 to \$99,999.99	\$100,000.00 or more
Dividend Rate/Annual Percentage Yield (APY)	0.00% / 0.00%	0.15% / 0.15%	0.25% / 0.25%	0.25% / 0.25%	0.25% / 0.25%
Dividends Compounded / Credited	none / monthly	none / monthly	none / monthly	none / monthly	none / monthly
Dividend Period	monthly	monthly	monthly	monthly	monthly
Minimum Required Balance to Earn Stated APY	none	\$10,000.00	\$25,000.00	\$50,000.00	\$100,000.00
Minimum Balance to Avoid Service Fee	none	none	none	none	none
Balance Method	Average daily balance	Average daily balance	Average daily balance	Average daily balance	Average daily balance
Account Limitations	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below

### Business IRETA-WA Checking Specialty Business Account

	under \$10,000.00	\$10,000.00 to \$24,999.99	\$25,000.00 to \$49,999.99	\$50,000.00 to \$99,999.99	\$100,000.00 or more
Dividend Rate/Annual Percentage Yield (APY)	0.00% / 0.00%	0.15% / 0.15%	0.25% / 0.25%	0.25% / 0.25%	0.25% / 0.25%
Dividends Compounded / Credited	none / monthly	none / monthly	none / monthly	none / monthly	none / monthly
Dividend Period	monthly	monthly	monthly	monthly	monthly
Minimum Required Balance to Earn Stated APY	none	\$10,000.00	\$25,000.00	\$50,000.00	\$100,000.00
Minimum Balance to Avoid Service Fee	none	none	none	none	none
Balance Method	Average daily balance	Average daily balance	Average daily balance	Average daily balance	Average daily balance
Account Limitations	see #6 below	see #6 below	see #6 below	see #6 below	see #6 below

### Business RETA-ID Checking Specialty Business Account

Minimum Opening Deposit	none
Account Limitations	see #6 below

The rates, fees, and charges shown are effective Friday, April 8, 2022.

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## Yields & Fees: Deposit Accounts

### Fees Applicable to All Business Accounts

- Inactive Account (for members 18 and over) ..... \$2.00 per account (monthly)
- Cashiers Check for Member ..... \$3.00 per item
- Stop Payment Fee ..... \$25.00 per item
- Check Printing Charges ..... Varies, depending on style
- Incorrect Address Fee ..... \$5.00 per month
- Garnishment Processing Fee ..... \$75.00 unless limited by state law

#### Account Research

- Research Fees ..... \$25 per hour with \$5 minimum
- Rush Requests (next day, 10 items maximum) ..... Research fee + an additional \$25

#### Overdraft Fees

- Transfer from Other Deposit Account ..... None
- Cash Advance Fee (transfer from credit card) ..... Either \$5.00 or 3% of each cash advance, whichever is greater
- NSF Item Paid Fee  
(created by check, ACH and debit card transactions)... \$29.00 per item
- NSF Item Returned Fee ..... \$29.00 per declined transaction
- Overdraft Fee ..... \$29.00 (\$200 daily limit for overdraft fees, in addition to NDF fees)

#### Remote Deposit Capture

- Remote scanner fee ..... Varies (based on model)

#### ACH Origination Services

- Service Charge ..... \$20 monthly
- Token Replacement ..... \$50
- Same Day ACH ..... \$5 per file

#### Positive Pay Services Services

- Service Charge ..... \$10 per account
- Reverse Positive Pay ..... \$10 per account
- ACH Positive Pay ..... \$5 per account

### Business Freedom Checking

- Monthly Service Charge ..... None
- Excess Check Cleared Fee ..... First 500 are free; \$0.25 for each one over 500. Check deposit limitation of 500 per month.\*

### Business Growth Checking

- Monthly Service Charge ..... \$15.00 if average daily balance is less than \$10,000, other charge waiver options may apply\*\* or \$12.00 with statements.
- Excess Check Cleared Fee ..... First 500 are free; \$0.25 for each one over 500. Check deposit limitation of 500 per month.\*

### Business Analyzed Checking

- Monthly Service Charge ..... \$10.00 (may be offset with earnings credit)
- Analysis Charge ..... Varies (depending on earnings credit and fee exclusions)
- Negative balance percentage fee ..... Prime + 2.00%

### Business Savings

- Monthly Service Charge ..... \$3.00 if average daily balance is less than \$250
- Excess Item Fee ..... \$5.00 first 3 items, \$15.00 for additional items

The rates, fees, and charges shown are effective Friday, April 8, 2022.

Spokane Teachers Credit Union may offer other rates for these accounts from time to time. For the most current rates available, please call (509) 326-1954 or toll-free at (800) 858-3750.

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## Yields & Fees: Deposit Accounts

### STCU Business Money Market

- Monthly Service Charge ..... \$10.00 if average daily balance is less than \$2,500
- Excess Item Fee ..... \$5.00 first 3 items, \$15.00 for additional items

\*Members repeatedly exceeding the check deposit limit each month may be moved into the Business Analyzed Checking account.

\*\*Business Growth Checking account monthly service charge waived when one of following conditions are met: combined deposit accounts average balances are \$10,000 or more, or active participation in STCU Merchant Services or STCU Remote Deposit Capture Services.

### Truth-in-Savings Disclosures

Except as specifically described, the following disclosures apply to all of the accounts named above.

- 1. Rate information.** The Dividend Rate and Annual Percentage Yield (APY) on your accounts are set forth above. For dividend-bearing accounts, the Dividend Rate and Annual Percentage Yield may change monthly for the Business Growth Checking, Business Savings, STCU Business Money Market, IOLTA and IRETA accounts as determined by the Board of Directors. The Business Growth Checking, STCU Business Money Market, IOLTA, and IRETA accounts are tiered-rate accounts and must maintain the minimum balances listed above to earn the disclosed Annual Percentage Yields. Once a balance tier has been met, the Dividend Rate and Annual Percentage Yield for that tier will be paid on the entire balance account.
- 2. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the dividend period. The Dividend Rate and Annual Percentage Yield are the prospective rates and yields that STCU anticipates paying for the applicable dividend period.
- 3. Compounding and Crediting.** Dividends will be compounded and credited as set forth above. The Dividend Period for each account is monthly. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
- 4. Accrual of Dividends.** Dividends will begin to accrue on both cash and non-cash deposits (e.g. checks) on the business day you make the deposit to your account. For Business Savings, Business Growth Checking, IOLTA, and IRETA, if you close your account before accrued dividends are credited, accrued dividends will not be paid. For STCU Business Money Market accounts accrued dividends will be paid if you close your account before accrued dividends are credited.
- 5. Balance Information.** The minimum balance required to open each account is set forth above. For STCU Business Money Market and Business Growth Checking accounts, the minimum balance required to obtain the stated Annual Percentage Yield is set forth above. If the minimum balance is not met, you will not earn the stated Annual Percentage Yield. For all dividend-bearing accounts, dividends are calculated by the daily balance method, which applies a daily periodic rate to the principal in the account each day. The IOLTA and IRETA accounts dividends are calculated by the average daily balance method.
- 6. Account Limitations.** There are no limits on the number of transactions and transfers initiated from the Business Analyzed Checking account. However, transaction limitations do apply to the Business Savings and STCU Business Money Market accounts as follows: No more than six (6) pre-authorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any calendar month. If you exceed these limitations, your account may be subject to a fee. The Business Freedom and Business Growth Checking accounts do have a limitation on the number of cleared checks a business is permitted each month, if you exceed this limit you may be subject to a fee. The Business Analyzed Checking account analysis charge does not include the following fees when calculating the month end analysis charge: Garnishment, Membership, and ACH replacement token. IRETA accounts are only available to Washington Real Estate Professionals, and RETA accounts are only available for Idaho Real Estate Professionals.

The rates, fees, and charges shown are effective Friday, April 8, 2022.

Spokane Teachers Credit Union may offer other rates for these accounts from time to time. For the most current rates available, please call (509) 326-1954 or toll-free at (800) 858-3750.

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## Yields & Fees: Certificates

### Standard Certificates

	Dividend Rate/Annual Percentage Yield	Dividend Rate/Annual Percentage Yield	Dividend Rate/Annual Percentage Yield
<b>Balance Range:</b>	Term: 6-12 month Certificate	Term: 12-24 month Certificate	Term: 24-36 month Certificate
\$500.00 to \$1,999.99	0.25% / 0.25%	0.25% / 0.25%	0.25% / 0.25%
\$2,000.00 to \$9,999.99	0.30% / 0.30%	0.40% / 0.40%	0.55% / 0.55%
\$10,000.00 to \$24,999.99	0.30% / 0.30%	0.40% / 0.40%	0.55% / 0.55%
\$25,000.00 to \$49,999.99	0.30% / 0.30%	0.40% / 0.40%	0.55% / 0.55%
\$50,000.00 to \$99,999.99	0.30% / 0.30%	0.40% / 0.40%	0.55% / 0.55%
\$100,000.00 or more	0.30% / 0.30%	0.40% / 0.40%	0.55% / 0.55%
Minimum Opening Deposit	\$500.00	\$500.00	\$500.00
Dividends Compounded/Credited	monthly / monthly	monthly / monthly	monthly / monthly
Dividend Period	monthly	monthly	monthly
Additional Deposits	allowed, see #5 below	allowed, see #5 below	allowed, see #5 below
Renewable	automatic	automatic	automatic
		<b>Dividend Rate/Annual Percentage Yield</b>	<b>Dividend Rate/Annual Percentage Yield</b>
<b>Balance Range:</b>		Term: 36-48 month Certificate	Term: 48-60 month Certificate
\$500.00 to \$1,999.99		0.25% / 0.25%	0.25% / 0.25%
\$2,000.00 to \$9,999.99		0.65% / 0.65%	0.70% / 0.70%
\$10,000.00 to \$24,999.99		0.65% / 0.65%	0.70% / 0.70%
\$25,000.00 to \$49,999.99		0.65% / 0.65%	0.70% / 0.70%
\$50,000.00 to \$99,999.99		0.65% / 0.65%	0.70% / 0.70%
\$100,000.00 or more		0.65% / 0.65%	0.70% / 0.70%
Minimum Opening Deposit		\$500.00	\$500.00
Dividends Compounded/Credited		monthly / monthly	monthly / monthly
Dividend Period		monthly	monthly
Additional Deposits		allowed, see #5 below	allowed, see #5 below
Renewable		automatic	automatic

### Specialty Certificates

	Term: Bump Rate 18-month Certificate	President's Premium 30-month Certificate	Jumbo 1-3 month Certificate	5 Year Certificate
Dividend Rate/Annual Percentage Yield (APY)	0.50% / 0.50%	0.80% / 0.80%	0.15% / 0.15%	0.80% / 0.80%
Minimum Opening Deposit	\$2,000.00	\$25,000.00	\$98,000.00	\$2,000.00
Dividends Compounded/Credited	monthly / monthly	monthly / monthly	monthly / monthly	monthly / monthly
Dividend Period	monthly	monthly	monthly	monthly
Additional Deposits	allowed, see #5 below	not allowed	not allowed	allowed, see #5 below
Renewable	automatic	automatic	automatic	automatic

The rates, fees, and charges shown are effective Friday, April 8, 2022.

Spokane Teachers Credit Union may offer other rates for these accounts from time to time.

For the most current rates available, please call (509) 326-1954 or toll-free at (800) 858-3750.

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## Yields & Fees: Certificates

### Truth-in-Savings Disclosures.

Except as specifically described, the following disclosures apply to all STCU certificates named above. Each account holder agrees to the terms set forth on this Yields and Fees disclosure and acknowledges that it is part of STCU's Membership and Account Agreement.

- Rate information.** The Dividend Rate and Annual Percentage Yield on your accounts are set forth above. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all STCU certificates, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect while the balance of your account remains in an applicable balance range or for the term of the account, whichever is less. Once a balance range is met, the Dividend Rate and Annual Percentage Yield for that range will apply to the entire balance in your account while your balance remains in that balance range. The Annual Percentage Yield is based on an assumption that dividends remain on deposit until maturity. A withdrawal will reduce earnings, as will any request to delay the crediting of dividends. For a Bump Rate Certificate, you may elect to bump up (increase) the Dividend Rate and Annual Percentage Yield once during the term of the Certificate to the Dividend Rate and Annual Percentage Yield currently offered by STCU on the date of your election.
- Compounding and Crediting.** Dividends will be compounded and credited as set forth above. The Dividend Period for each account is set forth above. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.
- Balance Information.** The minimum balance required to open each account is set forth above. Dividends are calculated by the Daily Balance method which applies a daily periodic rate to the principal in the account each day.
- Accrual of Dividends.** Dividends will accrue on both cash and noncash deposits (e.g. checks) on the business day you make the deposit to your account. In the case of all certificates, if you close your account before accrued dividends are credited, accrued dividends will be paid.
- Transaction Limitations.** For 6- to 12-month, 12- to 24-month, 24- to 36-month, 36- to 48-month, 48- to 60-month, 5 Year Certificate and Bump Rate Certificates you may add funds to your account amounting to no less than \$25 per month and no more than \$5,000 per month, after your account is opened through all channels except home banking. For the President's Premium and Jumbo certificates, you may not add funds to your account after your account is opened. For all certificates, you may elect to have dividends paid to you monthly, or transferred monthly to another deposit account.
- Maturity.** Your account will mature within the term or on the maturity date set forth on your Account Receipt or Renewal Notice.
- Early Withdrawal Penalty.** We may impose a penalty if you withdraw any of the principal before the maturity date, or the renewal date, if this is a renewal account. For 6- to 12-month certificates, the amount of the early withdrawal penalty is 90 days' dividends. For the 5 Year Certificate, the President's Premium Certificate, the Bump Rate Certificate, 12- to 24-month, 24- to 36-month, 36- to 48-month, and 48- to 60-month certificates, the amount of the early withdrawal penalty is 180 days' dividends. For the Jumbo Certificate, the amount of the early withdrawal penalty is 30 days' dividends. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal. At our option, we may pay the account before maturity without imposing an early withdrawal penalty when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction. All STCU certificates listed above are automatically renewable. For all automatically renewable certificates, you will have a grace period of ten (10) days after maturity in which to withdraw funds from the account without being charged an early withdrawal penalty. Your certificate is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with STCU.

The rates, fees, and charges shown are effective Friday, April 8, 2022.

Spokane Teachers Credit Union may offer other rates for these accounts from time to time.

For the most current rates available, please call (509) 326-1954 or toll-free at (800) 858-3750.

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## Business Fee Schedule

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effective 03/09/2022

<b>Business Freedom Checking</b>		<b>Excess Item Fee</b>	\$5 each, first 3 items, \$15 for additional items
Monthly service charge	None	<b>Debit Card</b>	
Excess check cleared fee (First 500 free) Check deposit limitation of 500 per month*	\$0.25 per debit (after 500)	Card replacement	\$5 (rush delivery extra)
<b>Business Growth Checking</b>		Recurring payment stop	\$5
Monthly service charge	\$15 or \$12 with statements	Transaction copy request	\$12
(if average daily balance is less than \$10,000, other charge waiver options may apply)**		Foreign transaction fee	2% of transaction amount (made in/ merchants located in foreign country)
Express check cleared fee	\$0.25 for each one after 500	<b>Garnishment Processing</b>	\$75 unless limited by state law
(First 500 free) Check deposit limitation of 500 per month*		<b>Inactive Account</b>	\$2 per account (monthly)
<b>Business Analyzed Checking</b>		<b>Overdrafts</b>	
Monthly service charge (may be offset with earnings credit)	\$10	Transfer from other deposit account	None
Negative balance percentage fee Analysis Charge	Prime + 2.00%	NSF item paid fee (created by check, ACH and debit card transactions)	\$29
(depending on earnings credit and fee exclusions***)	Varies	NSF item returned fee	\$29 per declined transaction
<b>STCU Business Money Market</b>		Overdraft fee	\$29 (\$200 daily limit for overdraft fees, in addition to NSF fees)
Monthly service charge	\$10	<b>Research</b>	\$25 per hr. w/\$5 minimum
(if average daily balance is less than \$2,500)		Rush request (next day, 10 items maximum)	Research fee + add'l \$25
<b>Business Savings</b>		Debit Card Transaction Copy request	\$12
Monthly service charge (if average daily balance is less than \$250)	\$3	<b>Returned Item</b>	
<b>ACH Origination</b>		Deposited item returned	\$9 per item
Monthly service charge	\$20	Incorrect address fee	\$5 per month
Token replacement	\$50	<b>Stop Payment</b>	\$25 per item
Same Day ACH	\$5 (per file)	<b>Wire Transfers</b>	
<b>Positive Pay Services</b>		Incoming wire transfer	none
Positive Pay	\$10 per account	Outgoing wire transfer	\$25 per transfer
Reverse Positive Pay	\$10 per account	Outgoing International wire transfer	\$40 per transfer
ACH Positive Pay	\$5 per account	Online outgoing wire transfer	\$20 per transfer
<b>Billpay Fees</b>		Online outgoing international wire transfer	\$35 per transfer
Expedited same day electronic payment	\$5	<b>Safe Deposit Box</b>	
Legacy online banking	\$3	2 in. x 5 in. box	\$25 per year
Expedited overnight check payment	\$20	3 in. x 5 in. box	\$30 per year
Stop payment	\$25 per item	4 in. x 5 in. box	\$30 per year
<b>Cash Advance fee</b>		5 in. x 5 in. box	\$35 per year
(transfer from credit card)	Either \$5 or 3% of the advance, whichever is greater	2 in. x 10 in. box	\$40 per year
<b>Cashier's Checks</b>	\$3 per account	3 in. x 10 in. box	\$40 per year
<b>Check Printing Charges</b>	Varies, depending on style	4 in. x 10 in. box	\$50 per year
<b>Membership Fee</b>	\$10	5 in. x 10 in. box	\$60 per year
<b>Remote Deposit Capture</b>		6 in. x 10 in. box	\$70 per year
Remote scanner fee	Varies (based on model)	9 in. x 10 in. box	\$80 per year
		10 in. x 10 in. box	\$90 per year
		Lost one key	\$15
		Lost both keys	\$250
		Late fee	\$25

\*Members repeatedly exceeding the check deposit limit each month may be moved into the Business Analyzed Checking account.

\*\*Business Growth Checking account monthly service charge waived when one of following conditions are met: combined deposit accounts average balances are \$10,000 or more, or active participation in STCU Merchant Services or STCU Remote Deposit Capture Services.

\*\*\*Account analysis charge does not include the following when calculating the month end charge: Garnishment, Membership and ACH token replacement.



## Safe Deposit Box Terms and Conditions

STCU | P.O. Box 1954, Spokane, WA 99210-1954  
(509) 326-1954 | (800) 858-3750 | stcu.org

Renter(s) agree to rent a safe deposit box from Credit Union under the terms and conditions contained in this Agreement. Each Renter is authorized and deemed to act for the other Renter(s). The Credit Union may accept instructions regarding the Box from any Renter. The liability of each Renter is joint and several to the extent permitted by law and any adult Renter is fully responsible for any minor co-renters.

- Renter will abide by all rules and regulations, whether adopted by Credit Union or imposed by law, concerning the means of access to any safe deposit box rented, occupied, or used by Renter, and also concerning the disposition of the contents thereof, the identification of Renter, or of any agents of Renter. Renter acknowledges that Credit Union has no knowledge of the contents of the Box. Credit Union may restrict access to its safe deposit vault and surrounding facilities at any time for scheduled maintenance, power outages or as reasonably determined by the Credit Union.
- Renter may appoint an agent by executing an appointment or power of attorney that is acceptable to the Credit Union. An agent shall have the same right of access to the Box as Renter, and Credit Union shall not be liable for any act of such agent with respect to the contents of the Box or any other matter. Such appointment shall remain in effect until the earlier of the date that the Credit Union receives written notice of revocation by the Renter who made the appointment, or until Renter dies.
- If by any action or process against any person having a right of access to the Box, Credit Union is forbidden to allow the Box to be opened, the Box may be closed to all persons having such a right of access until such action or process is released. If Credit Union shall learn of any circumstances or conditions which shall in Credit Union's judgment make it reasonably possible that Credit Union will incur any liability if access to the Box is permitted, Credit Union also may refuse such access without incurring any liability because of such refusal, until such possibility of liability has terminated, or until Credit Union is indemnified to its reasonable satisfaction against such liability, including the costs of any legal action involved.
- The annual Rent may change from time to time at Credit Union's discretion. Renter will be advised of any rate changes prior to the imposition of the changed rental fee. Rate changes shall not affect any other term or the validity of this Agreement. You must have an active deposit account at the Credit Union to lease a box. All rents are payable annually in advance. Credit Union may (but need not) charge the amount of any rent to any account of the Renter. Credit Union may refuse access to the Box and charge a late fee so long as part of the rental remains delinquent. The waiver of Credit Union's right to refuse such access shall

not constitute a waiver of any subsequent right so long as the delinquency continues.

- In the event of such delinquency in payment of rent, Credit Union is also authorized, at any time permitted by applicable law after the mailing to Renter at the address designated on the books of the Credit Union or otherwise delivering to Renter, a notice of Credit Union's intended action, and as soon thereafter as permitted by applicable law, to open the box forcibly, remove the contents and hold the same on special deposit and as security for the payment of all amounts owing to Credit Union. Credit Union is also authorized to use the contents to pay there from all unpaid rents, all expenses incurred in opening the Box and changing the lock and keys and all charges for the safe-keeping of the contents after removal (including any brokerage or similar charges for sale of any of the contents), or to sell such contents, or a part thereof for that purpose, or to do any combination of the preceding acts.

If Credit Union deems the contents of the Box to be of insufficient value to merit safe keeping, Credit Union shall have the right to dispose of the contents as Credit Union may deem proper without further liability.

- In the event of any other breach of this Agreement, Credit Union shall send Renter a thirty (30) days prior notice of Credit Union's intended action to open the box forcibly and remove the contents and hold the same on special deposit for Renter. If Renter fails to cure the breach within thirty (30) days, Credit Union is authorized to open the box forcibly, remove the contents and hold the same on special deposit for Renter. Credit Union may sell such contents and pay from the contents all unpaid rents, all expenses incurred in opening the Box and changing the lock and keys and all charges for the safe keeping of the contents after removal (including any brokerage or similar charges for sale of any of the contents). If Credit Union deems the contents of the Box to be of insufficient value to merit safe keeping, Credit Union shall have the right to dispose of the contents as Credit Union may deem proper without further liability.
- Renter shall not assign or sublet the Box, or any part thereof, or permit the Box to be used for the deposit of any liquid or property of an explosive or offensive nature, including but not limited to firearms and ammunition or any property the possession of which is prohibited by local, state, or federal law, including but not limited to marijuana and any other controlled substance, or which may become a nuisance to Credit Union or any other tenant, or for any other purpose than the deposit securities, documents, valuables, and other like property. Renter shall not attempt to duplicate a key.
- If Credit Union uses reasonable care and diligence to prevent the admission of any unauthorized person to the Box, and to otherwise prevent loss from fire, water, fire suppression system malfunction, radiation, forces of nature, or any other cause whatsoever, Credit Union shall not be responsible in any way for the Box or the contents thereof. Renter shall notify Credit Union immediately of the loss of any keys to the Box. If a key is lost at any time, Renter shall reimburse Credit Union for any costs

associated with drilling and/or re-keying the Box. Credit Union shall not be liable to Renter for any loss or damage caused by failure of the doors or locks of the vault in which the Box is located to operate.

9. Safe deposit box contents are not covered by NCUA Insurance. Each individual should check with their own private insurance provider to see if their insurance will cover the box contents or if they will need to purchase additional insurance for coverage.
10. Renter agrees to notify Credit Union of the death of any person having a right of access to the Box either as agent or Renter. Credit Union may, in its sole discretion, refuse access to the Box after the death of any Renter except Credit Union may allow access requested by a deceased Renter's personal representative. In the event of a Renter's death if there is a co-Renter, the Credit Union may permit the co-Renter to continue to access and remove the contents of the safe deposit box notwithstanding any will.
11. Any Renter may, without knowledge or consent of any other Renter, access the Box. Any Renter may, terminate this Agreement, or take any other action with respect to the Box at any time, except that a co-Renter may not remove themselves as a co-Renter, unless authorized by another Renter. Any Renter may terminate this Agreement only by providing written notification of termination and personally delivering all keys to the Box to Credit Union. All Renters further agree that Renter's termination of membership from the Credit Union or breach of any agreement with the Credit Union shall be deemed a termination of this Agreement. Termination and release by any Renter releases the Credit Union from any claim by the Renter and all co-Renters. If any Renter terminates this Agreement, rent will be prorated through the end of the year in which termination occurs.
12. The Credit Union may, at any time, terminate the renting possession of the Box by mailing to Renter at the address designated on the books of Credit Union or otherwise delivering to Renter or Renter's agent or legal representative a written notice. Renter will have thirty (30) days after receipt of such notice to remove all contents from the Box and return all keys to Credit Union. If Renter fails to do so, Credit Union may exercise such rights and remedies as set forth in Section 6 of this Agreement.
13. The Credit Union may amend this Agreement at any time. Any notice required to be given to Renter shall be sufficient if mailed to Renter or agent, by ordinary mail, at the address appearing on the books of Credit Union relating to safe deposits, or if given, verbally or otherwise to any Renter, if there be more than one, or to any agent or representative of Renter. This Agreement is binding upon the heirs, executors, and administrators of All Renters.
14. This Agreement is governed by the laws of the State of Washington. In the event either party brings an action to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs for such action including any trial or appeal.

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## Funds Availability Policy

STCU | P.O. Box 1954, Spokane, WA 99210-1954  
(509) 326-1954 | (208) 619-4000 | (800) 858-3750 | [stcu.org](http://stcu.org)

### 1. General Funds Availability Policy

For savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our general policy is to make funds from your deposits available to you on the same business day after the day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. 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 5:30 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 pm or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

### 2. Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit (e.g. large checks without available funds or third party check), funds may not be available until the second business day after the day of your deposit. However, the first \$500 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

### 3. Holds on Other Funds

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

### 4. Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.

- b. You deposit checks totaling more than \$5,525 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

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

### 5. Special Rules for New Accounts

If you are a new member, the following special rules may 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.

### 6. Deposits at ATMs

Check deposits at ATMs will be subject to the conditions set forth above in Section 2. The first \$500 from a check deposit will be available on the same day we receive your deposit. The remaining funds will not be available until the second business day after the date of your deposit. For example, if you deposit a check of \$700 on a Monday, \$500 of the deposit will be available on Monday. The remaining \$200 will be available on Wednesday. Deposits of cash or checks at ATMs will be subject to our verification of actual deposited funds.

### 7. Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same day as checks draw on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the same time it takes us to collect the funds from the financial institution upon which it is drawn.

### 8. Mobile and Remote Merchant Deposits

Deposits received through the Remote Merchant Deposit service will be processed and credited as of the business day they are received unless an administrative approval is required. The first \$500 of funds from check deposits made through the Mobile Deposit service will be available on the day the check is deposited and the remaining amount will be available on the second business day following the day of deposit. The imaging and transmission of check deposits through the Mobile Deposit service alone and our acknowledgment of the transmission does not constitute our receipt for purposes of funds availability.

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**Facts**

**What does STCU do with your personal information?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand STCU's Privacy Policy.

**What?**

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

- Social Security number and income information
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our member, we will not share your information except as permitted or required by law or as described in this notice.

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons STCU chooses to share; and whether you can limit this sharing.

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

**Questions?** Call 509.326.1954, 800.858.3750 or go to [www.stcu.org](http://www.stcu.org)

**What We Do**

**How does STCU protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to employees and volunteers who need to know the information to provide accounts or services to you. We maintain physical, electronic and procedural safeguards to protect this information.

**How does STCU collect my personal information?**

We collect your personal information, for example, when you

- Open an account or apply for a loan
- Apply for any credit union service
- Visit our website, provide us information on any online application or transaction, or information you send to us by email.
- Use your credit or debit card or pay your bills
- Make deposits to or withdrawals from your accounts

We also collect your personal information from others, including credit bureaus or other companies.

**Why can't I limit all sharing?**

Federal law only gives you the right to limit information sharing as follows:

- sharing for affiliates' everyday business purposes —information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

However, we do not have any affiliates with whom we share any information. State laws and individual companies may give you additional rights to limit sharing.

**Definitions**

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *STCU has no affiliates.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *STCU does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between STCU and a nonaffiliated financial company where we jointly market financial products or services to you.

- *We have an agreement with CUSO Financial Services to jointly offer investment services and products to help members meet their financial goals*

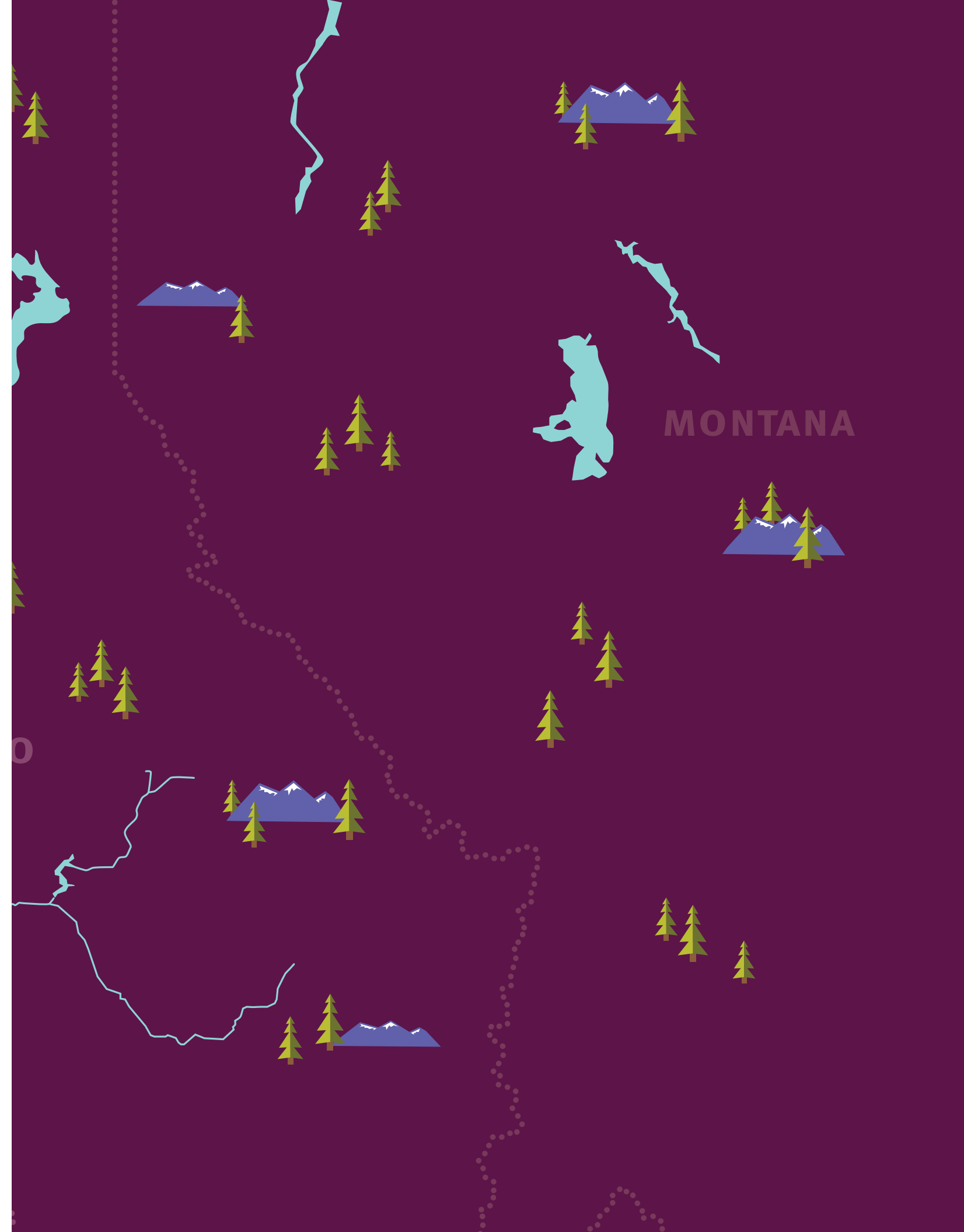
**Other important information**

**Privacy Policy Changes.** While we reserve the right to amend this Privacy Policy at anytime, you can always review the current version at [www.stcu.org](http://www.stcu.org)

**Geolocation Information.** Our online banking app periodically collects, transmits, and uses geolocation information to support features that prevent fraudulent card use and alerts, but only if you expressly authorize collection of such information. You may choose whether geolocation information can be monitored on a continuous basis in the background, only while the app is being used, or not at all. You can change your location permissions at any time in your device settings.

**Here for good.**<sup>TM</sup>

Questions? Call us at (888) 782-8669,  
or visit [stcu.org/banner](https://www.stcu.org/banner).





Insured by NCUA.

