Consent to Electronic Document Delivery

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

Electronic Delivery Terms

By reviewing and clicking "I agree" on the following page, you agree to accept delivery of your deposit and loan account documents electronically by Spokane Teachers Credit Union ("STCU" or "Credit Union"). The following terms and conditions apply to our electronic delivery and your receipt of deposit account and loan account documents:

Deposit Account Documents

Your electronically delivered deposit account documents may include:

Account Opening Documents

- Account Opening Forms and Disclosures

Subsequent Documents

- TIN Certification
- Privilege Pay Forms
- Overdraft Protection
- Dormant Account Activation
- Wire Forms
- Account Maintenance Forms

Loan Account Documents

Your electronically delivered loan account documents may include:

Loan Opening Documents

- Loan Membership Agreement
- Guaranty Agreement
- Interest Rate Discount Agreement
- Loan & Security Agreement
- Note
- Notice to Cosigner
- Payment Protection
- Application Documents

Subsequent Documents

- Credit Card Payment Protection
- Subsequent Action Modification
- Credit Card Maintenance Forms

Accessing & Signing Documents. Before obtaining products or services electronically through the Credit Union, please carefully review and save or print a copy of this consent for your records. At the time you request a specific account product or service, you may be asked to sign and agree to the terms of the account/service documents electronically.

Accessing Paper Copies. The documents and information provided to you electronically will not be sent to you in a paper copy unless you contact our Member Service department and request a paper copy of a particular document.

Your Right to Cancel. You have the right to cancel and withdraw your consent to electronic document delivery at any time. If you wish to withdraw your consent, you may do so by contacting our Member Service department at 800.858.3750, or by logging in to your account through STCU's Online Banking and sending a secure in-session message. Please allow a reasonable period of time to process your request.

Fees/Restrictions. There are no fees, penalties or account restrictions for requesting a paper copy of any disclosure you received electronically or for withdrawing your consent at any time.

Your System Requirements. You will need computer access, an email address, Internet service, and a printer for printing or computer storage, such as a hard drive or thumb drive for saving documents. The following hardware and software requirements are necessary for you to access, receive and retain electronically delivered documents:

i. *Operating Systems:* Windows® 2000, Windows® XP, Windows Vista®; Windows 7®; Mac OS® X
ii. *Browsers - Final release versions of:* Google Chrome, Internet Explorer® 8.0 or above (Windows only); Mozilla Firefox 17.0 or above (Windows and Mac); Safari™ 4.0 or above (Mac only)
iii. *PDF Reader:* Acrobat® or similar software may be required to view and print PDF files
iv. *Enabled security settings:* Allow per session cookies

We will notify you whenever we change or revise these requirements.

Your Responsibilities. You certify that you are capable of retaining and accurately reproducing the electronically delivered documents as electronic records for any future reference. You certify you have provided us with your current email address to which we may send electronic documents and communications and you will immediately notify us of any changes in your email address. We are not obligated to verify that you have received or can access any account document. If we learn that you are no longer receiving email communications (for example, an email is returned as undeliverable), we may discontinue sending email communications. We will make a reasonable attempt to redeliver your notification electronically.

Contacting Us. You may contact the Credit Union to request paper copies, withdraw your consent, or notify us of changes in your email address. You may call or write to us at the number and address listed at the top of this page, or email us at www.info@stcu.org.

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Fee Schedule

effective 10/10/2024

Billpay	
Expedited overnight check	$20 per item
Stop payment	$25 per item
Cashier's Checks	
Fee for members (payable to self)	None
Fee for members (payable to other)	$3 per item
Coin Counting Services	
Fee for members (excluding minors, non-profits and amounts less than $200)	2% of coin amount
Fee for non-members	15% of total amount
Debit Card	
Card replacement	$5 (rush delivery extra)
Recurring payment stop	$5
Transaction copy request	$12
Foreign transaction fee	2% of transaction (made in/ merchants located in foreign country)
Dividend Checking	
Monthly service charge	$5
Relationship Rewards Checking	
Monthly service charge	$5 (reward status: not qualified)
Excess Item Fee (after 6 transfers)	$5 each, first 3 items, $15 for each additional item
Foreign Currency Delivery	
Deposit of currency (less than $500 USD)	$10
Order of currency (less than $500 USD)	$10
Priority shipping	$10
Garnishment Processing	$75 unless limited by state law
Inactive Account (members 18 and older)	$2 per account (monthly)
IRA Outgoing Transfer	$20
Loan Fees	
Repossession	$100
Skip payment	$30
Loan Payment by Debit Card	$10
Membership Fee	
18 and older	$10
Student 18 and older	$5
Under 18	None
Community Business Partner	None
Online	None
Educators	None
Maximum membership fee at account opening	$20 (excludes business accts)

Money Order	$3 per item
Notary Service (for member)	None
Cash Advance fee (transfer from credit card)	Either $5 or 3% of the amount of each cash advance, whichever is greater
Overdrafts	
NSF item paid fee (created by check, ACH and debit transactions)	$29
NSF Item returned	$29 per presentment
Overdraft Fee (Privilege pay)	$29 ($174 daily limit for overdraft fees, in addition to NSF fees)
Research	$25 per hour w/$5 minimum
Rush request (next day, 10 items max)	Research fee + add'l $25
Returned Item	
Incorrect address fee	$5 per month
Safe Deposit Box	
2 in. × 5 in. box	$25 per year
3 in. × 5 in. box	$30 per year
4 in. × 5 in. box	$30 per year
5 in. × 5 in. box	$35 per year
2 in. × 10 in. box	$40 per year
3 in. × 10 in. box	$40 per year
4 in. × 10 in. box	$50 per year
5 in. × 10 in. box	$60 per year
6 in. × 10 in. box	$70 per year
9 in. × 10 in. box	$80 per year
10 in. × 10 in. box	$90 per year
Lost one key	$15
Lost both keys	$250
Late fee	$25
Stop Payment	$25 per item
Wire Transfers	
Incoming wire transfer	None
Outgoing wire transfer	$25 per transfer

Federally insured by NCUA

Yields & fees: Deposit accounts

Standard savings

Dividend rate / Annual percentage yield	0.15% / 0.15%
Dividends compounded / credited	Quarterly / Quarterly
Dividend period	Quarterly
Minimum opening deposit	None
Minimum required balance to earn stated APY	None
Balance method	Daily balance
Account limitations	See #6 below

First5 savings

	Under $500.01	$500.01 or more
Dividend rate / Annual percentage yield	7.00% / 7.19%	0.25% / 0.25%
Dividends compounded / credited	Quarterly / Quarterly	Quarterly / Quarterly
Dividend period	Quarterly	Quarterly
Minimum opening deposit	None	None
Minimum required balance to earn stated APY	none	$500.01
Balance method	Daily balance	Daily balance
Account limitations	See #6 below	See #6 below

Dividend checking

	Under $5,000.01	$5,000.01 to $10,000.00	$10,000.01 to $25,000.00	$25,000.01 or more
Dividend rate / Annual percentage yield	0.20% / 0.20%	0.05% / 0.05%	0.10% / 0.10%	0.15% / 0.15%
Dividends compounded / credited	Monthly / Monthly	Monthly / Monthly	Monthly / Monthly	Monthly / Monthly
Dividend period	Monthly	Monthly	Monthly	Monthly
Minimum opening deposit	None	None	None	None
Minimum required balance to earn stated APY	none	$5,000.01	$10,000.01	$25,000.01
Minimum average balance To avoid service fee	$2,500.00	$2,500.00	$2,500.00	$2,500.00
Balance method	Daily balance	Daily balance	Daily balance	Daily balance
Account limitations	See #6 below	See #6 below	See #6 below	See #6 below

Relationship Rewards checking

	Not qualified	Level 1	Level 2
Balance range:	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield	Dividend Rate / Annual percentage yield
Under $5,000.01	0.01% / 0.01%	3.00% / 3.04%	5.00% / 5.12%
$5,000.01 to $10,000.00	0.10% / 0.10%	0.40% / 0.40%	5.00% / 5.12%
$10,000.01 to $25,000.00	0.10% / 0.10%	0.40% / 0.40%	0.40% / 0.40%
$25,000.01 to $50,000.00	0.50% / 0.50%	0.75% / 0.75%	0.75% / 0.75%
$50,000.01 to $75,000.00	0.50% / 0.50%	0.75% / 0.75%	0.75% / 0.75%
$75,000.01 to $100,000.00	0.50% / 0.50%	0.75% / 0.75%	0.75% / 0.75%
$100,000.01 or more	1.00% / 1.01%	1.25% / 1.26%	1.25% / 1.26%
Dividends compounded / credited	Monthly	Monthly	Monthly
Dividend period	Monthly	Monthly	Monthly
Minimum opening deposit	None	None	None
Minimum balance to avoid service fee	None	None	None
Balance method	Daily balance	Daily balance	Daily balance
Account limitations	See #6 below	See #6 below	See #6 below

The rates, fees, and charges shown are effective Friday, October 4, 2024.

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.

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

Member Preferred Money Market

Balance range:	Dividend rate / Annual percentage yield
Under $2,500.00	1.00% / 1.01%
$2,500.00 to $9,999.99	1.00% / 1.01%
$10,000.00 to $24,999.99	1.00% / 1.01%
$25,000.00 to $49,999.99	4.00% / 4.07%
$50,000.00 to $74,999.99	4.00% / 4.07%
$75,000.00 to $99,999.99	4.00% / 4.07%
$100,000.00 to $149,999.99	4.00% / 4.07%
$150,000.00 to $199,999.99	4.00% / 4.07%
$200,000.00 to $249,999.99	4.00% / 4.07%
$250,000.00 to $299,999.99	4.00% / 4.07%
$300,000.00 to $399,999.99	4.00% / 4.07%
$400,000.00 to $499,999.99	4.00% / 4.07%
$500,000.00 to $749,999.99	4.00% / 4.07%
$750,000.00 to $999,999.99	4.00% / 4.07%
$1,000,000.00 to $1,499,999.99	4.00% / 4.07%
$1,500,000.00 to $1,999,999.99	4.00% / 4.07%
$2,000,000.00 to $2,999,999.99	4.00% / 4.07%
$3,000,000.00 to $3,999,999.99	4.00% / 4.07%
$4,000,000.00 to $4,999,999.99	4.00% / 4.07%
$5,000,000.00 or more	4.00% / 4.07%
Dividends compounded / credited	Monthly
Dividend period	Monthly
Minimum opening deposit	None
Minimum balance to avoid service fee	None
Balance method	Daily balance
Account limitations	See #6 below

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Yields & fees: Deposit accounts

Account service fees

Applicable to all accounts

Inactive account (for members 18 and over)	$2.00 per account (monthly)
Cashier's checks for members (payable to other)	$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	$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 presentment
• **Overdraft fee (Privilege Pay)**	$29.00 ($174 daily limit for overdraft fees, in addition to NSF fees)

Standard savings

Monthly service charge	None
Excess item fee	$5 each, first 3 items; $15 for each additional item

First5 savings

Monthly service charge	None
Excess item fee	$5 each, first 3 items; $15 for each additional item

Standard checking

Monthly service charge	None

Student checking

Monthly service charge	None

Dividend checking

Monthly service charge	$5.00

Relationship Rewards checking

Monthly service charge - Not qualified	$5.00
Monthly service charge - Level 1 rewards	Waived
Monthly service charge - Level 2 rewards	Waived
Product terms and disclosures	View details

Member Preferred money market

Monthly service charge	None
Excess item fee	$5 each, first 3 items; $15 for each additional item

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, such as the Dividend checking, and Relationship Rewards checking, the dividend rate and annual percentage yield may change monthly as determined by the Board of Directors.
   - The Relationship Rewards checking is a tiered rate account. If the Level 1 or Level 2 account qualifications (as set forth above in the Product Terms and Disclosures) for any monthly qualification cycle are not met, the non-qualifying rate will

The rates, fees, and charges shown are effective Friday, October 4, 2024.

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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apply to the balance in the account Yields & fees: Deposit accounts for that cycle. The dividend date and annual percentage yield will be applied to the account balance within the applicable deposit tiers.
- The Dividend checking account is a tiered-rate account. The dividend rate and annual percentage yield will be applied to the account balance within the applicable deposit tiers.
- The Member Preferred money market account is a tiered-rate account 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 APY for that tier will be paid on the entire balance in the account. At times, the interest rate for a particular tier may be equal to the rate for a higher and/or lower tier. When this occurs, the interest rates and APYs listed above may be consolidated into a single tier and are subject to change at any time without notice.

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 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.
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 Dividend checking, Relationship Rewards checking, savings, First5 Savings, and Member Preferred money market accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid. If you convert your account to a similar product before accrued dividends are credited, accrued dividends will be paid.
5. **Balance information.** The minimum balance required to open each account is set forth above. 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.
6. **Account limitations.** There are no limits on the number of transactions or transfers with a Standard, Dividend, Student, or Relationship Rewards checking account. Transaction limitations apply to the Standard savings, First5 savings, and Member Preferred money market account 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. In addition, only one First5 savings, Dividend checking and Relationship Rewards checking account is allowed per person. Relationship Rewards checking accounts are not available for minor, business, or custodial memberships. Student checking accounts are only available for minor memberships.
7. **Non-transferable/Non-negotiable.** Your account is non-transferable and nonnegotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.

The rates, fees, and charges shown are effective Friday, October 4, 2024.

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.

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

Yields & Fees: Certificates

Standard certificates

Maturity date: _____

Term:	6- to 12-month certificate	12- to 24-month certificate	24- to 36-month certificate
Balance range:	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield
$500.00 to $1,999.99	3.25% / 3.30%	3.75% / 3.82%	0.25% / 0.25%
$2,000.00 to $9,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$10,000.00 to $24,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$25,000.00 to $49,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$50,000.00 to $99,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$100,000.00 or more	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
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
Early withdrawal penalty	90 days' dividends	180 days' dividends	180 days' dividends

Term:	36- to 48-month certificate	48- to 60-month certificate
Balance range:	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield
$500.00 to $1,999.99	0.25% / 0.25%	0.25% / 0.25%
$2,000.00 to $9,999.99	2.75% / 2.78%	2.75% / 2.78%
$10,000.00 to $24,999.99	2.75% / 2.78%	2.75% / 2.78%
$25,000.00 to $49,999.99	2.75% / 2.78%	2.75% / 2.78%
$50,000.00 to $99,999.99	2.75% / 2.78%	2.75% / 2.78%
$100,000.00 or more	2.75% / 2.78%	2.75% / 2.78%
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
Early withdrawal penalty	210 days' dividends	240 days' dividends

Specialty certificates

Maturity date: _____

Term:	Bump rate 18-month certificate	President's Premium 30-month certificate	Jumbo 1- to 3-month certificate	5-year certificate
Dividend rate / Annual percentage yield	2.25% / 2.27%	3.50% / 3.56%	0.50% / 0.50%	3.00% / 3.04%
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
Early withdrawal penalty	180 days' dividends	210 days' dividends	90 days' dividends	270 days' dividends

The rates, fees, and charges shown are effective Tuesday, September 17, 2024.

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.

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

Yields & Fees: Certificates

Select certificates

Maturity date: _____

	9-month select certificate	18-month select certificate
Dividend rate / Annual percentage yield	4.50% / 4.59%	4.50% / 4.59%
Term	9 months	18 months
Minimum opening deposit	$2,000.00	$2,000.00
Dividends compounded / credited	Monthly / Monthly	Monthly / Monthly
Dividend period	Monthly	Monthly
Additional deposits	Not allowed	Not allowed
Renewable	Automatic	Automatic
Early withdrawal penalty	90 days' dividends	180 days' dividends

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.

1. **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.
2. **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.
3. **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.
4. **Accrual of dividends.** Dividends will accrue on both cash and non-cash 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.
5. **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 select certificate, 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.
6. **Maturity.** Your account will mature within the term or on the maturity date set forth on your account receipt or renewal notice. The rate exception ends at maturity and the certificate will automatically renew into alike term product at the rate offered at maturity.
7. **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. The early withdrawal penalties per account are set forth above. 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 non-negotiable. 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 Tuesday, September 17, 2024.

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: Individual Retirement Accounts

Savings

	$6,000.00 or more	Under $6,000.00
Dividend rate / Annual percentage yield	3.00% / 3.04%	3.00% / 3.04%
Dividend period	Monthly	Monthly
Minimum opening deposit	None	None
Minimum required balance	$6,000.00	none*
Balance method	Daily balance	Daily balance
Account limitations	See #6 below	See #6 below

Tiered certificates

Maturity date: _____

Term:	6- to 12-month IRA certificate	12- to 24-month IRA certificate	24- to 36-month IRA certificate
Balance range:	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield
$500.00 to $1,999.99	3.25% / 3.30%	3.75% / 3.82%	0.25% / 0.25%
$2,000.00 to $9,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$10,000.00 to $24,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$25,000.00 to $49,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$50,000.00 to $99,999.99	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
$100,000.00 or more	3.25% / 3.30%	3.75% / 3.82%	2.50% / 2.53%
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 #6 below	Allowed, see #6 below	Allowed, see #6 below
Renewable	Automatic	Automatic	Automatic
Early withdrawal penalty	90 days' dividends	180 days' dividends	180 days' dividends

Term:	36- to 48-month IRA certificate	48- to 60-month IRA certificate
Balance range:	Dividend rate / Annual percentage yield	Dividend rate / Annual percentage yield
$500.00 to $1,999.99	0.25% / 0.25%	0.25% / 0.25%
$2,000.00 to $9,999.99	2.75% / 2.78%	2.75% / 2.78%
$10,000.00 to $24,999.99	2.75% / 2.78%	2.75% / 2.78%
$25,000.00 to $49,999.99	2.75% / 2.78%	2.75% / 2.78%
$50,000.00 to $99,999.99	2.75% / 2.78%	2.75% / 2.78%
$100,000.00 or more	2.75% / 2.78%	2.75% / 2.78%
Minimum opening deposit	$500.00	$500.00
Dividends compounded / credited	Monthly / Monthly	Monthly / Monthly
Dividend period	Monthly	Monthly
Additional deposits	Allowed, see #6 below	Allowed, see #6 below
Renewable	Automatic	Automatic
Early withdrawal penalty	210 days' dividends	240 days' dividends

The rates, fees, and charges shown are effective Tuesday, September 17, 2024.

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.

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

Yields & Fees: Individual Retirement Accounts

Non-tiered certificate Individual Retirement Accounts

Maturity date: _____

Term:	5-year IRA certificate	President's Premium 30-month IRA certificate	Bump rate 18-month IRA certificate
Dividend rate / Annual percentage yield	3.00% / 3.04%	3.50% / 3.56%	2.25% / 2.27%
Minimum opening deposit	$2,000.00	$25,000.00	$2,000.00
Dividends compounded / credited	Monthly / Monthly	Monthly / Monthly	Monthly / Monthly
Dividend period	Monthly	Monthly	Monthly
Additional deposits	Allowed, see #6 below	Not allowed	Allowed, see #6 below
Renewable	Automatic	Automatic	Automatic
Early withdrawal penalty	270 days' dividends	210 days' dividends	180 days' dividends

Select Individual Retirement Accounts

Maturity date: _____

	9-month IRA select certificate	18-month IRA select certificate
Dividend rate / Annual percentage yield	4.50% / 4.59%	4.50% / 4.59%
Term	9 months	18 months
Minimum opening deposit	$2,000.00	$2,000.00
Dividends compounded / credited	Monthly / Monthly	Monthly / Monthly
Dividend period	Monthly	Monthly
Additional deposits	Not allowed	Not allowed
Renewable	Automatic	Automatic
Early withdrawal penalty	90 days' dividends	180 days' dividends

Individual Retirement Account fees

Outgoing transfer fee..... $20.00 per transfer

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 on your Individual Retirement 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 IRA savings accounts, the dividend rate and annual percentage yield may change monthly as determined by the Board of Directors. The dividend rate and annual percentage yield will be in effect while the balance of your account remains in an applicable balance range. 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. For non-tiered IRA certificate accounts, the dividend rate and annual percentage Yield are fixed and will be in effect for the term of the account. For tiered rate IRA certificate accounts, 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.
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 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.
4. **Balance information.** The minimum balance required to open each account is set forth above. 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.
5. **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. Accrued dividends will be paid if you close your account before accrued dividends are credited.
6. **Transaction limitations and fees.** There is a $20 outgoing transfer fee for any IRA closed and the funds transferred from STCU to an account of yours at another financial institution. For 6- to 12-month, 12- to 24-month, 24- to 36-month, 36- to 48-month, 48- to 60-month IRA certificates, as well as 5-year IRA certificate and bump rate 18-month IRA certificate, you may contribute funds to your account amounting to no less than $25 per month and no more than a regular contribution at any time that is allowable by law for the designated tax year, after your account is opened through all channels except online banking. All other types of contributions made by transfer or rollover

The rates, fees, and charges shown are effective Tuesday, September 17, 2024.

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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can only be added during the IRA certificate renewal period. For the President's Premium IRA certificate, and IRA select certificate, you may not add funds to your account after your account is opened. For IRA savings accounts, you may contribute funds to your account at any time and for any amount, subject to the maximum allowable by law, after your account is opened.

7. **Maturity.** For IRA certificate accounts, your account will mature within the term or on the maturity date set forth on your account receipt or renewal notice.
8. **Early withdrawal penalty.** For IRA certificate accounts, 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. The early withdrawal penalties per account are set forth above. 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 IRA certificates listed above are automatically renewable. For all automatically renewable IRA 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. IRA certificates are nontransferable and non-negotiable. 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 Tuesday, September 17, 2024.

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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Funds Availability Policy

STCU | P.O. Box 1954, Spokane, WA 99210-1954 | (509) 326-1954 | (208) 619-4000 | (800) 858-3750 | 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?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 509.326.1954, 800.858.3750 or go to stcu.org

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Who we are	
Who is providing this notice	Spokane Teachers Credit Union
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. ■ *Columbia Inland Financial CUSO*
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 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.

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Membership and Account Agreement - Personal

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 your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Account Card ("Account Card") or approve an electronic application. The words "we," "us," and "our" mean the 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 Account Card or completing and transmitting an online account authorization or service request that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic 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 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 identify 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 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. Account Ownership & Designations

The classification and form of ownership of your accounts are designated on your Account Card or by completing or transmitting an online account authorization or service request. For members who are Washington residents, unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or POD beneficiary may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

3. Individual Accounts

An individual account is an account owned by one depositor including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death beneficiary, if applicable.

4. Joint Accounts

An account owned by two or more persons 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 following joint ownership rights will apply.

a. *Rights of Survivorship*. If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card or electronic application. Upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners.

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

c. *Joint Account Owner Liability*. If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any 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.

5. POD Beneficiaries

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

6. Accounts for Minors

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid fees or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax

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identification number must be shown on the Account Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

7. Fiduciary Accounts

A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. The account owner agrees that the Credit Union shall not be liable for any losses due to the account owner's failure to notify the Credit Union of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

8. Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. 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 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 ½ 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 the originators of the payments will not be considered to have paid the amount to you. We may impose a return fee on your account for any payments for which we do not receive final payment. 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. You further understand that any and all ACH transactions processed by the Credit Union is purely at our discretion and that the payments are govered by the rules of the National Automated Clearing House Association.

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.

9. 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

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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 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 a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (Electronic Re-presented Check) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an Electronic Services subject to the terms of your 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 bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

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.

10. 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.

11. Transaction Limitations

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

12. Overdrafts

a. *Order in Which Checks and Other Items are Paid*. In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. Checks and ACH debits may be

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presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file may be processed in any order we deem appropriate. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or up to several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

b. *Determination of Available Balance to Pay Items.* Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay checks, ACHs, and other items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

c. *Responsibility for Items Presented Against Insufficient Available Funds.* If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures or an overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. However, the Credit Union will not charge an overdraft fee for covering an everyday ATM or debit card purchase transaction unless you request such service. 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. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

d. *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.

e. *Credit Card*. If you have a credit card account with us and you qualify, we will automatically enroll you for overdraft transfers from your credit card account. If you have available credit, you authorize us to automatically transfer funds to cover any overdraft on your checking account. This transfer is considered a cash advance and subject to cash advance fees as set forth on the Rate and Fee Schedule. You may opt out of the credit card/line of credit overdraft transfer service at any time by notifying us verbally or in writing.

f. *Privilege Pay Overdraft Service*. We offer a discretionary overdraft service (Privilege Pay) to cover overdrafts on your checking accounts. The Privilege Pay service is offered to all eligible consumer checking account owners 90 days after membership opening, who qualify and remain in good standing with the Credit Union. Privilege Pay is not offered to minors, fiduciary accounts, anyone who is currently in bankruptcy or 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 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 consumer checking account owners who qualify. The Privilege Pay service is provided to qualified accounts automatically for checks; ACH and online transactions and you have the option to opt-out of the service at any time. Privilege Pay service will be provided for debit card transactions only if you request Privilege Pay services by expressly requesting these transactions ("opt-in"). 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 arrangement 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 opt-in requirement 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.*. There is a fee for each overdraft check or item we pay as set forth on the Rate and Fee Schedule. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on the Rate and Fee Schedule. These fees may be

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amended as set forth in our Rate and Fee Schedule 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 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 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 www.stcu.org/overdraftprotection or call the Credit Union at 509.326.1954 or 800.858.3750 or write Spokane Teachers Credit Union, PO Box 1954, Spokane, WA 99210-1954.

13. 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.

14. 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 or money market 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 endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

15. 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 non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

16. Credit Union Lien and Security Interest

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

17. 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

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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.

18. 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.

19. Notices

a. *Name or Address Changes*. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is 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, in person, by telephone, by online banking, secure messaging, or by STCU's Live Chat instant messaging service. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth in the Rate and Fee Schedule.

b. *Notice of Amendments*. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership or termination of a joint account. Only a member 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.

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.

20. 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.

21. Review of Statements & Checks

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.

a. *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.

b. *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.

c. *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 alternation 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.

d. *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.

22. 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

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to imposing any fee as required by law. The Credit Union reserves the right to suspend any account services for a dormant account. 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.

23. Death of Account Owner

For members who are Washington residents, you irrevocably waive the right to make a testamentary disposition of any 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.

24. 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.

25. 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.

26. Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) 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 or otherwise indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card by all owners and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written 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.

27. 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.

28. 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.

29. Arbitration and Class Action Waiver Agreement

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

Agreement to Arbitrate Disputes. Either You or We (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 your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This Arbitration Agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

Disputes Covered by Arbitration. Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic 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 a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If the claim is brought by You, You will pay no more than $250 of the filing costs and expenses and the remaining costs are borne by us. If we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

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

Right to Reject this Arbitration Agreement. You have the right to opt out of this Agreement to arbitrate if you tell us within 30 days of your initial Account opening or the receipt of our Notice 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 at 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 - Personal

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 electronic fund transfer (EFT) services offered to you by Spokane Teachers Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who sign the application as applicants or joint owners, or sign a card or use an electronic funds transfer service, or any authorized users. 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 signing an online service request, signing or using an electronic funds transfer service or access devise, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Point of Sale ("POS") terminals, Debit Card, Telephone Banking, Online Banking, Billpay and Mobile Banking transactions involving your deposit accounts at the Credit Union.

I. MEMBERSHIP AND ACCOUNTS

1. Automated Teller Machine Services (ATMs).

a. *ATM Transactions.* 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 a limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs of 25 withdrawals per day. However, you may be charged a fee as set forth on the Fees Schedule. For all accounts except for student checking, you may withdraw up to $1010.00 (if there are sufficient funds in your account) per calendar day at any authorized ATM, subject to our security limits and any limits on each ATM. For student checking, you may withdraw up to $510.00 (if there are sufficient funds in your account) per calendar day 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 and PIN to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the ATM network, Interlink, CO-OP, PLUS 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 pursuant to any applicable overdraft protection plan or may terminate all services under the Agreement.

There is a limit on the number of POS purchase transaction you may make by Card of 25 transactions per day. No purchase may exceed the available funds in your account. For all accounts except for student checking, you may make POS purchases up to a maximum amount of $5,000.00 per calendar day. For student checking, you may make POS purchases up to a maximum amount of $500.00 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:

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. 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.

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. *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

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should not be disclosed to third parties or recorded on or with the 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 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 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 is 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. For example, the additional limits on liability (sometimes referred to as zero-liability program) and the streamlined error resolution procedures offered on Debit Card transactions are not applicable to transactions processed on a PIN-Debit Network and the liability rules for other EFTs in the Section 13. Member Liability will apply. Mastercard rules generally define PIN-Debit Network as a non-Mastercard debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card.

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 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 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 you as a member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The system will discontinue service after five unsuccessful attempts to enter an access code.

5. Online Banking.

a. *Online Banking Services.* For the Online Banking Service, you may use your web browser-equipped device to access your accounts. You must use your access code along with your member ID to 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. 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 investment account information of yours.
- View online statements, online cleared check images or secure messages of yours.
- Make bill payments through Billpay (except for student checking account holders).
- 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 (except for student checking account holders).
- 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 Service 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, 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. 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 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 proceeding 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 Messages" section of the online banking site. Secure messages you receive through the Service are available online for up to 180 days, unless you delete them before then. 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 select the alert you would like to delete. 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. Transfers. Online transfers include (i) internal transfers, (ii) member-to-member transfers, (iii) external transfers, and (iv) wire transfers.

"Transfers" shall mean any combination of Internal Transfers, Member-to-Member Transfers, External Transfers, and/or Wire Transfers.

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

"Member-to-Member Transfers" shall mean monetary transfers between one of your accounts at the Credit Union and another Credit Union member's account.

"External Transfers" shall mean monetary transfers between one of your accounts at the Credit Union and one of your accounts at another financial institution.

"Wire Transfers" shall mean domestic monetary transfers, using the Fedwire system of the Federal Reserve Bank, between one of your accounts at the Credit Union and an account you specify at another financial institution.

Funds transfers are subject to this Agreement and your STCU 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. External transfers are not available for student checking accounts.

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.

If approved, you may initiate domestic wire transfers from your account. A Wire Transfer must be properly submitted using the Service by 12:00 p.m. Pacific Time to be processed the same Business Day, otherwise it will be processed on the following Business Day. Wire Transfers are subject to final approval by us.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Yields and Fees Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

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 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.

h. *Service Guarantee.* If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure up to $50.00. We will not be liable in the following instances:
   i. If through no fault of ours, you do not have enough money in your account to make the transfer.
   ii. If the circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
   iii. If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.
   iv. If your funds are subject to legal process or other encumbrance restricting the transfer.
   v. If your transfer authorization terminates by operation of the law.
   vi. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
   vii. If you have not properly followed the scheduling instructions on how to make a transfer included in this agreement.
   viii. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
   ix. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or if you default under this Agreement, the Membership and Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this agreement

i. 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 in (ii) or (viii) 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.

6. Billpay.

You may use Billpay to authorize online bill payments. Student checking accounts are not eligible for Billpay use. 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 for 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 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.

7. Electronic Check Transaction.

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.

8. Preauthorized Electronic Funds Transfers and Direct Deposit.

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 (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, 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.

9. Mobile Banking Service Terms.

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 access code with your member ID to access your accounts. We reserve the right to modify the scope of the Mobile Banking Services 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. 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 (except for student checking account holders).
- 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-sub licensable 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, misdelivery 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.

10. Account Aggregation.

a. *Description of Service.* The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union. Student checking account holders are not eligible for Account Aggregation.

b. *Terms of Service.*

i. Authorization to Access Third Party Accounts. You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party.

ii. Credit Union Responsibilities. We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.

iii. Your Responsibilities. You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.

c. *Discontinuing Service.* You must delete your accounts in Online Banking if you wish to discontinue using Account Aggregation. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

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 Mobile Deposit 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 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 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. The 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 a 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 reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond sixty (60) 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 the 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 Capture service. 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 electronically created items;
- 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 following terms govern your use of the STCU Card Control Service (Card Control Service) for placing controls on and requesting alerts related to your credit and/or debit card with the Credit Union.

a. *Service*. The Card Control Service can be used on your mobile device to define controls for usage of your Credit Union debit and credit cards. You can set preferences for Alerts to be received on your mobile device when transactions using the cards you have enrolled in the Card Control Service are made or attempted. You can control when and where your enrolled cards can be used as well as view and act on instant Alerts when transactions using your enrolled cards are processed, perform card management functions such as turning your cards on/off, and perform basic mobile banking functions such as viewing transactions.

b. *Account Information*. You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete and true. You are responsible for maintaining the accuracy and confidentiality of all information you provide when enrolling cards into the Card Control Service and using the Card Control Service including, your password, verification information and card information and all transactions and other activities that occur using the Card Control Service whether supplied to you by us or provided by you during the registration process. You may not, and you agree not to, transfer or assign your use of, or access to the Card Control Service to any third party. We may refuse access to the Card Control Service at any time for noncompliance with any part of these Terms.

c. *Your Obligations for Using The Service*. You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. In case of unauthorized access to your device you agree to immediately cancel your registration associated with the compromised mobile device by calling our support center. Neither we nor our Third Party Licensors will be liable for any use of the Card Control Service or transactions conducted using a mobile device that has been compromised. When installing and using the Card Control Service, you agree not to:

- impersonate any person or entity;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- spam or flood the Card Control Service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Card Control Service or the software used in connection with the Card Control Service;
- remove any copyright, trademark, or other proprietary rights or notices contained on the Card Control Service;
- "frame" or "mirror" any part of the Card Control Service;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Card Control Service or the contents of either;
- otherwise interfere with, or disrupt the Card Control Service or servers or networks connected to the Card Control Service.
- fail to comply with any applicable law in connection with your use of the Card Control Service. You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) charged by us.

d. *Technical Data*. By using the Card Control Service, you agree we may collect and use technical data and information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Card Control Service. You understand that full use of Card Control Service requires you to have a card account with us and that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our privacy policy.

e. *Limitation of Liability*. You agree that use of the Card Control Service is at your sole risk as to satisfactory quality, performance, and accuracy. The Card Control Service and any services performed or provided by the Card Control Service are provided "as is" and “as available”, with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Card Control Service and any services, including the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Your installation and use of the Card Control Service occurs across the networks of many wireless service providers. We do not operate or have any involvement or control with or over these networks or the wireless service providers. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect your ability to install and use the Card Control Service, such as the unavailability of the wireless service for any reason, network delays, a breach of security or integrity of the network or wireless service, system outages, communications failure, limitations on wireless coverage and interruption of a wireless connection. We disclaim any responsibility for any wireless service or internet service used to access the Card Control Service. You agree the privacy of your personal information cannot be guaranteed and you assume full responsibility for any losses or damage you incur as a result of the transmission of your personal information over any wireless networks. In no event shall we be liable for personal injury, or any punitive, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Card Control Service.

f. *Indemnity*. You agree to indemnify, defend, and hold us from any and all claims, liability, damages and expenses, that result from or arise out of (i) your violation of these Terms or your unauthorized or misuse of the Card Control Service; (ii) transactions conducted using the Card Control Service; (iii) failed, delayed, or misdirected delivery of, any information sent using the Card Control Service; (iv) any errors in information sent through the Card Control Service; (v) any action you may or may not take in reliance on the information provided when using the Card Control Service; and (vi) any permitted disclosure of information provided to third parties resulting from your use of the Card Control Service.

13. Member Liability

You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, Card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. These liability limits will apply, provided you were not grossly negligent or fraudulent in handling your Debit Card and you provide us with a written statement regarding your unauthorized Debit Card claim, otherwise the following liability limits may apply. For all other EFT transactions except electronic check transactions, if you tell us within two

(2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500. Your liability for unauthorized line of credit transactions through an EFT service is $50.

Also, if your statement shows EFT transfers that you did not make including made by Debit Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen 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. Business Days.

Our business days are Monday through Friday. Holidays are not included.

15. 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.

16. 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 (such as a pay stub), you can find out whether or not the deposit has been made by accessing the Online Banking program or calling the (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.

17. 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. However, 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.

18. 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 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 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

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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.

19. 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 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. If there are other exceptions as established by the Credit Union.

m. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

20. 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 breaches 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.

21. Notices.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will send notice to you at least 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.

22. EFT Billing Errors.

In case of errors or questions about your electronic funds transfer transactions under this Agreement, telephone us at the phone numbers or write us at the address set forth in Section 13 as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for Debit Card / POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the

conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur. If you have questions about your account including check transactions, your responsibilities to examine your statements and notify us of errors are governed by your Membership and Account Agreement.

23. ATM Safety Notice.

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone with you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, cancel the transaction and leave.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number on your Debit Card or keep in your purse or wallet.
- Report all crimes to law enforcement officials immediately.

24. 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 Debit Card/ ATM Access Agreement

This Agreement covers your and our rights and responsibilities concerning the 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 a limit on the number of cash withdrawals you may make at credit union ATMs and nonproprietary ATMs of 25 withdrawals per day. For all accounts except for student checking, 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 student checking, you may withdraw up to $510 (if there are sufficient funds in your account) per calendar day, at any authorized ATM, subject to limits placed on each individual ATM
      (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. Deposit. 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. For all accounts except for student checking you may make debit purchases at participating merchants and POS terminals up to the maximum amount of $5,000 per calendar day. There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day. For student checking, you may make debit purchases at participating merchants and POS terminals up to the maximum amount of $500 per calendar day. 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 any family member, friend 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 or access code, even if the amount exceeds your expressed or implied instructions. Once you authorize a person to use your Debit Card, PIN, access device, or access code, their use of the Card, PIN, access device, 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 Debit Card purchase transactions, if you notify us of your lost or stolen card, you may not be liable for any losses. Your liability for unauthorized use of your Debit Card will be zero dollars if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly report the loss or theft to us and provide a written statement regarding your unauthorized Debit Card claim, otherwise the following liability may apply. For all other Card transactions, if you tell us within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Card service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500. In no event will you be liable for more than $50 for unauthorized withdrawals from a line of credit account.

   Also, if your statement shows transactions that you did not make, tell us at once. If you notify us of suspected fraud within 60 days of the statement date on which the fraudulent transactions first appear, we will not hold you responsible for confirmed fraudulent transactions. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can

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prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Debit Card purchase transactions up to the limits set forth above and (ii) for all other unauthorized Debit Card transactions up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

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 US 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 country 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. Credit Union Liability for Failure to Make Transfers.
If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for 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. Billing Errors.
In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

a. Tell us your name and account number.

b. Describe the transfer you are unsure about, and explain, as clearly as you can, why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for Debit Card/POS transaction, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

13. 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.

14. 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.

15. 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.

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16. 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.

17. 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.

18. 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-judgement 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

Debit Mastercard®

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.

Key Terms

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, Inc. (Except for Satisfaction Guarantee refer to AIG Warranty Guard, Inc.)

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 User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered Card means the Mastercard card.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The EOC, Key Terms, and Legal Disclosures are 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 a part of your coverage.

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

Mastercard ID Theft Protection™

Program Description:

Mastercard ID Theft Protection (IDT) 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 will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard consumer debit 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 monitoring 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 protection practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you 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/prepaid 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

To take advantage of this service, the cardholder must enter the personal information they wish to monitor on the dashboard.

Resolution Services: You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident 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 sign 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: Cardholder's will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.

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.

To take advantage of this service, the cardholder must enter their Social Security number on the dashboard and pass credit authentication.

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:

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

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

URL and Domain Monitoring: URL and Domain monitoring allows Cardholder to enter up to 10 domain or URL names related to cardholder's business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered cardholder via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

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.**

Extended Warranty

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** or go to **www.mycardbenefits.com** to initiate a claim. 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:
  - o Receipt showing covered item(s).
  - o Statement showing covered item(s).
  - o Itemized purchase receipt(s).
  - o Original manufacturer's (or U.S. store brand) warranty.
  - o Service contract or optional extended warranty, if applicable.
  - o 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.

Satisfaction Guarantee

The Legal Disclosure is part of this agreement.

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:

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- 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.

C. Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to $250 per claim. In no event will we pay more than the purchase price of the item.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT covered:

- Damaged, defective, or non-working items.

- Jewelry, art, 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.
- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- 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.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.
- Products purchased at auctions.

E. How to file a claim:

Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to initiate a claim. You must report the claim within sixty (60) days of the date of purchase 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:
  - o Receipt showing the purchased item(s).
  - o Statement showing the purchased item(s).
  - o Itemized purchase receipt(s).
  - o Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
  - o A copy of the store's return policy.
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

You must send the item to us or our administrator before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our administrator. Items sent to us or our administrator will not be returned to you.

Mastercard Global Service

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting**.

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. 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	Mexico	001-800-307-7309
Austria	0800-070-6138	Netherlands	0800-022-5821
France	0-800-90-1387	Poland	0-0800-111-1211
Germany	0800-071-3542	Portugal	800-8-11-272
Hungary	06800-12517	Spain	900-822-756
Ireland	1-800-55-7378	United Kingdom	0800-96-4767
Italy	800-870-866	Virgin Islands	1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **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 U.S., 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** 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.

Mastercard Airport Concierge™

Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit **www.mastercard.com/airportconcierge** or consult your Travel Advisor.

HealthLock

Program Description:

HealthLock is an end-to-end analytics-driven platform that helps protect cardholders' medical identities and data, and monitors their medical claims for errors, fraud, and overbilling. HealthLock provides three plan levels:

- **Medical Claim Monitor:** Helps guard against medical fraud and privacy intrusions by monitoring medical data breaches, providing alerts, and helping remediate medical fraud issues.
- **Medical Claim Auditor:** Organizes, tracks, and audits all healthcare bills (24-month retroactive audit and ongoing auditing) in one place, verifying that all bills are accurate and identifying potential overcharges and insurance errors. This level includes everything from the previous plan level.
- **Medical Claim Saver:** Provides access to medical bill negotiation with providers and insurance companies to potentially help reduce bills and reverse claim rejections. This level includes everything from the previous plan levels.

Enrolled users receive, at no cost, Medical Claim Monitor, plus a premium upgrade to Medical Claim Saver for the first 90 days. After 90 days, users will continue to receive Medical Claim Monitor at no monthly cost and have the option to continue with Medical Claim Auditor service for $4.99 per month, or Medical Claim Saver for $19.99 per month.

Eligibility:

All Mastercard cardholders. Beginning October 1, 2023 cardholders are eligible to enroll in HealthLock services. Eligible cardholders must reside in the United States and have a United States Health Insurance carrier to participate. By participating, you agree to these terms and HealthLock's Terms of Service (https://healthlock.com/terms-and-conditions/). Cardholders can live chat within the application on the HealthLock website or they can submit an email inquiry to support.mc@healthlock.com. Alternatively, they can also call the customer service line at 833-356-2331, Monday through Friday between 7:00am and 7:00pm CST, or via online chat, available Monday through Friday between 8:00am and 6:00pm CST. All rights reserved.

Additional Terms:

HealthLock is a third-party service provided directly to cardholders by InsuranceAssist, Inc., a California Corporation d/b/a HealthLock, with offices at 3480 Torrance Blvd., Los Angeles, CA 90503 (InsuranceAssist). As such, Mastercard takes no responsibility, and makes no warranties or representations, whatsoever for/ in respect of any aspect of the HealthLock service. All rights of recourse for any compensation for any failure or deficiency of the HealthLock service are between the cardholder and InsuranceAssist. Except as otherwise required under applicable law, Mastercard disclaims all liability for any and all losses, claims or liabilities which may arise in connection with the provision of the HealthLock service.

InsuranceAssist obtains the data required to provide the HealthLock service directly from the cardholder's healthcare insurance carrier/administrator, with the cardholder's consent. Mastercard is not involved in that flow of data and does not process any cardholder's personally identifiable information (PII) or protected health information (PHI) in connection with the HealthLock service.

InsuranceAssist has responsibility for ensuring that all data protection/ privacy concerns are addressed and all data protection and privacy laws are complied with in connection with the provision of the HealthLock service. This includes ensuring that all requirements of the Health Insurance Portability and Accountability Act (HIPAA), including the applicable security standards, are met.

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.

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 accountholder, 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** are governed by the Group Policy.

Effective date of benefits: Effective July 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, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S.

Virgin Islands. 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**) 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.

Price Protection – 60 Day Coverage

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 AIG WarrantyGuard, Inc.

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.

Auction (online or live) means a place or Internet site where items are sold through price bids, price quotes; or where prices fluctuate based on the number of people purchasing,

or interested in purchasing a product. (Examples include, but are not limited to, Ebay, Ubid, Yahoo, public or private live auctions, etc.).

Authorized User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered Card means the Mastercard card.

Non-auction Internet Advertisements means advertisements posted on the Internet, by a non-Auction Internet merchant with a valid tax identification number. The advertisement must have been posted within 60 days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number). The printed version of the Internet advertisement must include the merchant's Internet address and customer service telephone number, as well as the item including manufacturer, model number, sale price and date of publication.

Printed Advertisements means advertisements appearing in a newspaper, magazine, store circular, or catalog which state the authorized dealer or store name, item (including make, model number), and sale price. The advertisement must have been published within 60 days after the date you purchased the product and must be for the identical item (advertisement must verify same manufacturer and model number).

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.

You must see either a **printed advertisement** or **non-auction Internet advertisement** for the same product advertisement must verify same manufacturer and model number) for a lower price within 60 days from the date of purchase as indicated on your receipt.

B. The kind of coverage you receive:

- Purchases you make entirely with your covered card are covered for 60 days from the date of purchase as indicated on your receipt for the difference between the price you paid and the lower price advertised.
- 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 including benefits provided by the retailer (including, but not limited to, refunds, exchanges, and store credits). Coverage is limited to only those amounts not covered by any other insurance or coverage, or retailer benefits (including, but not limited to, refunds, exchanges, and store credits).

C. Coverage limitations:

- Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price, up to $250 per claim. There is a maximum of 4 claim(s) per **cardholder** account per twelve (12) month period.

D. What is NOT covered:

- Any item purchased from an Internet site whose primary purpose is not the sale of the item or related items.
- Items purchased for resale, rental, professional, or commercial use.
- Jewelry, art, 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.
- Customized/personalized, one-of-a-kind, or special-order items.
- Layaway items; items returned to any store.
- Any items purchased from an **auction**.
- Items for which the printed advertisement or non-auction Internet advertisement containing the lower price was published after 60 days from the date you purchased the item.
- Items advertised or shown as price quotes, bids or final sale amounts from a non-auction Internet site.
- Items advertised in or as a result of "limited quantity," "going out-of- business sales," "close out", or as "discontinued".
- Printed advertisements or non-auction Internet advertisements that display pricing lower than your purchased item due to rebates, special offerings, bonuses, free items/giveaways, manufacturer's coupons, or special financing.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, structures, or home improvement.
- Game animals, pets or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- 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.
- Differences in price due to sales tax, storage, shipping, handling, postage, transportation, and delivery.
- Differences in price due to foreign exchange rates or fluctuation in foreign exchange rates.

E. How to file a claim:

For a Printed Advertisement:

- Visit www.mycardbenefits.com or call 1-800-Mastercard to open a claim. You must report the claim within 60 days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
  - A copy of the printed advertisement that shows the date of the advertisement, retailer name, the product (advertisement must verify same manufacturer and model number), and sale price.
  - Receipt showing the item(s) was purchased.
  - Statement showing item(s) purchased and use of accumulated points.
  - Itemized purchase receipt(s).
  - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

For a Non-Auction Internet Advertisement:

- Visit **www.mycardbenefits.com** or call **1-800-Mastercard** to open a claim. You must report the claim within [insert number of days covered for example "ninety (90)"] days of the incident or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days of the advertisement's publication:
  - A copy of the non-auction advertisement that shows the date of the advertisement, website address, retailer name, the product (advertisement must verify same manufacturer and model number), sale price, and, if applicable, shipping, handling and other charges.
  - Receipt showing the item(s) was purchased.
  - Statement showing item(s) purchased.
  - Itemized purchase receipt(s).
  - Any other documentation that may be reasonably requested by us or our administrator to validate a 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 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 AIG WarrantyGuard, Inc. 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 July 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, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. 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) 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.