

## MEMBERSHIP AND ACCOUNT AGREEMENTS

This Agreement covers your and our rights and responsibilities concerning Account(s) offered to you by United Trades Federal Credit Union (Credit Union). In this Agreement, the words “you” and “yours” mean anyone who signs an Account Card or Account Change Card. The words “we”, “us”, and “our” mean the Credit Union. The word “account” means any one or more share or other accounts you have with the Credit Union.

The classification and form of ownership of your accounts is set forth on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, Funds Availability Policy Disclosure, the Truth-in-Savings Account Disclosure, Rate and Fee Schedule, any Account Receipt accompanying this Agreement, the Credit Union’s Bylaws and policies, and any amendments of these documents from time to time which collectively govern your 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 purchase and maintain at least one share (the “membership share”) 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 identity and to verify your eligibility for the accounts and services you request.

### 2. **Single Party Accounts**

A single party account is an account owned by one member including any individual, corporation, partnership, trust, or other organization qualified for credit union membership. If the account is a single party account the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or Payable on Death (POD) beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death.

### 3. **Multiple Party Accounts**

- a. Rights of Survivorship. For a multiple party account with rights of survivorship, upon the death of one of the owners, that person’s interest will pass to the surviving owners. For a multiple party account without rights of survivorship, the interest of a deceased owner will pass to the decedent’s estate. Unless otherwise stated on the Account Card, a multiple party account is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owners.
- b. Control of Multiple Party Account Owners. Any multiple party account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, transfer, or pledge to the Credit Union 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 in such event to notify any other account owner(s). The Credit Union reserves the right at any time to require written consent of all owners for a change of ownership or termination of a multiple party account. 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 account owners agree in writing to any transaction concerning the account.
- c. Multiple Party Account Owner Liability. If any item deposited in a multiple party account is returned unpaid, an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple party account owners is jointly and severally liable to the Credit Union for the amount of the returned item,

overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its right against any or all funds in the multiple party account regardless of who contributed the funds to the account.

**4. POD/Trust Accounts**

A Payable on Death (POD) account or trust account designation is an instruction to the Credit Union that an account so designated is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD or trust beneficiary designated on your Account Card. Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship. Any POD or trust beneficiary designation shall not apply to Individual Retirement Accounts (IRAs), which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation whatsoever to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**5. Accounts for Minors**

For any account established by a minor, the Credit Union reserves the right to require the minor account be a multiple party account with an owner who has reached the age of majority under state law who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or any account owner. The Credit Union shall not change the account status when the minor reaches the age of majority unless authorized in writing by all account owners.

**6. Uniform Transfer/Gifts to Minor's Account**

A Uniform Transfers/Gifts to Minor's Account (UTTMA/UGMA) is an individual account established by a member as a custodian by depositing funds as an irrevocable gift to a minor. The minor to whom the gift is made is the owner and beneficiary of the funds. The custodian has possession and control of the account for exclusive right and benefit of the minor, and barring a court order otherwise, is the only party entitled to make deposits to, withdrawals from, or close the account. The Credit Union has no duty to inquire of the use or purpose of any transaction made by the custodian. In the event of the custodian's death, the Credit Union may place an administrative hold on the account, until it receives instructions from any person authorized by law to withdraw funds or a court order authorizing such withdrawal.

**7. Agency Designation**

An agency designation is an instruction to the Credit Union that the account owner has authorized another person to make transactions as an agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account or Credit Union voting rights. The Credit Union has no duty to inquire of the use or purpose of any transaction by the agent.

**8. Deposit of Funds 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 Account Disclosure.

- 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 if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements of any owners if the Credit Union chooses to supply such endorsements. If an insurance, government, or other check or draft requires an endorsement as set forth on the back of the check or draft, the Credit Union may require endorsement as set forth on the item. Endorsements must be placed in the space on the back of the share draft or check between the top edge and 1 ½ inches from the

top edge. The Credit Union may accept drafts or checks with the endorsement outside this space.

However, if any such endorsement or any other markings you or any prior endorser has made on the draft or 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 the 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.
- c. Final Payment. All items or ACH (Automated Clearing House) 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 such items or ACH transfers or both and impose a return item charge on your account. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to pre-authorize deposits (i.e. payroll checks, social security, or retirement checks, or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits into your account by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or pre-authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. Crediting of Deposits. Deposits made after the deposit cutoff time and deposits made on Credit Union holidays and on days that are not business days of the Credit Union will be credited to your account on the next business day. Deposits received at unstaffed facilities such as night depositories will be credited on the day the funds are removed and processed by the Credit Union. Items drawn on an institution located outside the United States are handled on a collection basis only. Amounts 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. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. Access Options. You may make withdrawals or transfers from your account in any manner which is permitted by the Credit Union (i.e., draft, automated teller machines (ATMs), in person, by mail, automatic transfer, or telephone, as applicable). If the Credit Union accepts any draft that is not drawn on a form

provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any draft that is not drawn on the form provided by the Credit Union. The Credit Union has the right to review and approve any form of power of attorney and may restrict withdrawals or transfers on your accounts.

- c. ACH and Wire Transfers. If provided by the Credit Union, you may initiate or receive deposits (credits) to or withdrawals (debits) from your account via wire or ACH transfer. Examples of electronic debits include: withdrawals from your account such as insurance premium payments, mortgage payments, health club dues, etc. You agree that if you receive funds by a 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 an ACH transfer, we 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 as the proper identification, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.
- d. Credit Union Examination. The Credit Union may disregard information on any draft or check other than the signature of the drawer, amount of the item and any magnetic coded 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. **Member Identification Policy**

All members and all joint owners of accounts must furnish proper identification (ID). These are either a valid U.S., City, State, County or Federal ID Card or State Driver's License. No other forms of identification are acceptable. No accounts for primary members will be opened and no joint owners will be allowed without proper ID.

The only exception to this rule is a joint owner (not a primary member) who is a minor too young to obtain the required ID.

As proof that the proper ID has been provided, a copy of the accepted ID or Driver's License will be obtained and placed in the member file by account number.

All members must furnish a Social Security Number or Tax Identification Number; no accounts will be opened without a valid Social Security or Tax Identification Number.

Additionally, a credit report will be obtained for every new member. The data will be compared to that obtained in the opening process. Any discrepancies will be referred to a supervisor for appropriate follow up.

#### 11. **Types of Accounts**

Any share/savings, share draft/checking, time deposit, term share, share certificate, or certificate of deposit account allowed by state law, whichever is offered by the Credit Union, is subject to the terms of this Agreement and the specific terms and disclosures set forth on the Account Disclosure, Rate and Fee Schedules, and Deposit Receipt for each account which is incorporated herein by reference.

#### 12. **Account Rates and Fees**

The Credit Union's payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the Account Disclosure, fee schedule and rate sheet. The Credit Union may charge you fees for accounts and services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth on the Fee Schedule. You agree that the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

### 13. Transaction Limitations

- a. Withdrawal Restrictions. The Credit Union may permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient funds will be subject to a service charge, set forth in the Fee Schedule. If there are sufficient funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient funds in any order at the Credit Union's discretion. The fact that the credit union may honor a withdrawal request that overdrew the available account balance does not obligate us to do so later. 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 any 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 of not less than seven (7) days and up to sixty (60) days in accordance with applicable law before such withdrawal.
- b. Transfer Limitations. For share savings and money market accounts, if applicable, you may make up to six (6) pre-authorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card. A pre-authorized 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 automated clearing house (ACH). There is no limit on the number of transactions you may make in the following manner: transfers to any loan account with the Credit Union; or 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 may refuse or reverse the transfer, and your account will be subject to suspension or closure by the Credit Union, and the Credit Union may impose a charge.

### 14. Overdrafts

- a. Overdraft Liability. If on any day, the funds in your share draft account are not sufficient to cover drafts, ACH debits, fees or other items posted to your account, those amounts 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 draft. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Fee Schedule. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time without notice. If the Credit Union pays a draft or imposes a fee that would otherwise overdraw your account, you agree to pay the overdrawn amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.
- b. Overdraft Protection Plans. If we have approved an overdraft protection plan for you, we will honor drafts or ACH debits drawn on insufficient funds in your account by transferring the necessary funds from another account under this Agreement or a loan account as you have directed or as required under the Credit Union's overdraft protection policy. The fee for overdraft transfers is set forth on the Fee Schedule. Transfers from an account will be governed by this Agreement. Transfers from a loan account will be governed by the applicable loan agreement. Transfers from an approved insufficient fund limit will be governed by this Agreement and the Overdraft Protection Plans Agreement.

- c. FACTA Notice. We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments or other defaults such as unpaid overdrafts on your accounts may be reflected in your credit report.

#### 15. **Postdated and Stale Dated Drafts**

You authorize us to accept and pay any draft without regard to the date of the draft even if the draft 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 draft, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft. If you give the Credit Union an incorrect, incomplete or untimely notice, the Credit Union will not be responsible for paying the draft before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the draft. You may make oral notice which will lapse within fourteen (14) calendar days, unless confirmed in writing within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date.

#### 16. **Stop Payment Orders**

- a. Stop Payment Request. You may ask the Credit Union to stop payment on any draft or ACH debit you or any account owner draw upon your share/savings or share draft/checking account. You may request a stop payment by telephone, by mail or in person. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order (ACH debits require a minimum three (3) business days before the scheduled date of the transfer) and you state the number of the account, number of the draft, and its exact amount. You understand that the exact information is necessary for the Credit Union's computer to identify the draft or ACH debit. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the draft or ACH debit. 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 draft or ACH debit. If we re-credit your account after paying a draft or ACH debit 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 draft or ACH debit to the Credit Union, and to assist the Credit Union in legal action taken against the person. If the stop payment order is for an recurring ACH debit that varies in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment amount would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.)
- b. Duration of Order. A stop payment order will be effective for six (6) months. 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 draft or ACH debit for which a stop payment order is requested, as set forth in the Fee Schedule. You may not stop payment on any certified check, cashier's check, 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's fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of multiple party account owner(s), payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

#### 17. **Credit Union Liability**

If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise protected 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 such as flood, fire, or power failure; c) your loss is caused by your negligence or the negligence of another financial institution; d) the money in your account is subject to legal process or other claim; or e) where our liability is otherwise limited by regulation or agreement. 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, clearinghouse rules, and general banking practices followed in the area served 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.

**18. 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 which you have an ownership interest, regardless of the source of the funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. All accounts are non-assignable and non-transferrable to third parties.

**19. 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 or may pay out funds according to the terms of the levy. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

**20. 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 applicable law; c) such disclosure is in compliance with the law, government agencies or court orders; or d) you give us your written permission.

**21. 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 may accept oral notices of a change of address and may require other notice from you to the Credit Union be provided in writing. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as well as other fees as set forth on the 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 terms, rates, or fees as

required by law. 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 the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. If you have elected to receive notices electronically, any notice the Credit Union gives you is effective on the sent date of the notice. Notice to any one owner is considered notice to all owners of the account.

## 22. Taxpayer Identification Numbers 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 dividends, interest, 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. If you fail to provide your TIN, the Credit Union may suspend the opening of your account or you may request a non-dividend bearing or interest bearing account until a TIN is provided.

## 23. Statements

- a. Contents. If the Credit Union provides a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for multiple party accounts. For share drafts or checking accounts, you understand and agree that, when paid, your original draft becomes the property of the Credit Union and will not be returned to you, but copies may be retained by the Credit Union or payable through financial institution and made available upon your request for up to two years from the date the item cleared your account. For electronic transactions such as ACH, you will receive a monthly account statement unless there are no transactions in a particular month. You understand and agree that statements are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement. Copies of cleared drafts will be provided for a fee as disclosed in the Fee Schedule.
- b. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered or unauthorized items drawn on your account if: 1) you fail to notify the Credit Union within thirty-three (33) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or 2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized signature of a facsimile signature machine. You agree to contact us at once if your statement shows ACH transactions that you did not authorize. If you do not tell us within sixty (60) days, of the mailing of your statement, you may be obligated for all unauthorized transactions after sixty days. Should some emergency such as extended travel or hospitalization prevent you from contacting us, a reasonable extension of time will be allowed.
- c. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit for notifying the Credit Union of any errors.

## 24. In Case of Errors or Inquiries of Your Transactions, Including ACH Transactions

Telephone us at (503) 283-5193 or write us at United Trades Federal Credit Union, PO Box 2293, Tualatin, OR 97062. If you think your share/savings or share draft/checking statement is wrong or if you need information about an ACH or other transaction listed on your statement, we must hear from you within the time frames listed in 23(b) above.



- a) Tell us your name and account number.
- b) Describe the error or the transfer you are unsure about, 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 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. If we need more time, however, we can take up to forty-five (45) days to investigate your inquiry. 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 use of the money during the time it takes us to complete our investigation. You may ask for copies of documents that we used in our investigation.

If we determine there is no error, we will send you a written explanation within three (3) business days after we finish our investigation.

## **25. Inactive Accounts**

If you have not made a withdrawal from, deposit to, or transfer involving your "account" for more than the period specified in the Account Disclosure and the Credit Union has been unable to contact you by regular mail or electronically during that time period, the Credit Union will classify your account as an inactive or dormant account. Unless prohibited by applicable law, the Credit Union will charge a service fee for continuing to process your inactive or dormant account as set forth in the Fee Schedule. The Credit Union will notify you, as required by law, at your last known address prior to imposing any fee. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, the Credit Union reserves the right to transfer the account to an accounts payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with Oregon 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.

## **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. If you ask the Credit Union to follow any instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to indemnify the Credit Union or post a bond or other protection. 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 Change form and accepted by the Credit Union.

## **27. Termination of Account**

The Credit Union may terminate your account or any services to your account(s) 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 share drafts are lost or stolen; e) if there are excessive returned unpaid items not covered by an overdraft protection plan; f) if there has been any misrepresentation or any other abuse of any of your accounts; or g) the Credit Union reasonably deems it necessary to prevent a loss to the Credit Union. If we are required by law to give you a reason for adverse action for credit denied, we will do so. You may terminate any single party account or service at any time by notifying

the Credit Union in writing. The Credit Union reserves the right to require the consent of all multiple party account owners for termination of a multiple party account. The Credit Union is not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if the Credit Union pays an item after termination, you agree to reimburse the Credit Union for the payment.

**28. Termination of Membership**

You may terminate your membership at the Credit Union after giving 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 a loss to the Credit Union.

**29. Death of an Account Owner**

The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union is notified of the account owner's death. Once the Credit Union is notified of an account owner's death, the Credit Union may pay drafts or honor other payments or transfer orders authorized by the deceased account owner for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the drafts or other items. You agree the Credit Union can require that anyone who claims funds in your account after your death indemnify the Credit Union for any losses resulting from honoring that claim. This Agreement will not be binding upon any heirs or legal representatives of any account owner.

**30. Privacy Policy**

The Credit Union is committed to providing you with financial products and services to reach your financial goals. We are equally committed to protecting our member's privacy.

In keeping with its mission as a not for profit financial institution, the credit union only shares information with the ultimate goal of bringing you greater convenience and more choices. The Credit Union will not sell information for indiscriminate use for profit.

Personal financial information such as your account balance or loan information will never be shared except: a) when necessary to complete a transaction, b) when a third party is verifying the existence or condition of your account in accordance with applicable laws, c) when such disclosure is in compliance with the law, government agencies or court orders, d) when you give us your written permission, or e) to protect secured assets or the assets of the Credit Union.

Information shared with affiliates will be limited to contact information such as your name and address. Information obtained from outside sources (such as a credit bureau) will never be released by the Credit Union. 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 strives to assure that all affiliates maintain privacy standards comparable to our own; therefore, before sharing any information with an affiliate, the Credit Union will first obtain a written confidentiality statement from the affiliate.

The Credit Union will not intentionally release any account information on accounts owned by minor members. The Credit Union will not release confidential member information to agents of the state or federal government, except as required by law or under appropriate legal writ.

The Credit Union is committed to protecting the privacy of each individual member. Employees with access to personal information are required by the credit union's bylaws to maintain the confidentiality of that information.

**31. 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.

**32. Enforcement**

You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expenses from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**33. Governing Law**

This Agreement is governed by the Bylaws of the Credit Union, Federal laws and regulations, the laws, including applicable principals of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearing house rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.