



# ACCOUNT AGREEMENTS

This Booklet Contains:

- Membership and Account Information
- Funds Availability Policy
- Electronic Funds Transfer Statement and Agreement
- Rules Regarding Certain Funds Transfers

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Effective July 2020

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KEEP THIS BOOKLET FOR YOUR RECORDS

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The Membership and Account Agreements (“Account Agreements”) is a contract that governs your rights and obligations when using your Accounts offered with Boeing Employees’ Credit Union (“BECU”). Please read this booklet, any change in terms and any other amendments carefully and retain it for your records.

## I. MEMBERSHIP AND ACCOUNT INFORMATION

### 1. General

BECU is a Washington State-chartered credit union. BECU is authorized to issue credit union shares to, and receive deposits from, its members.

BECU offers the following Accounts:

DEPOSIT ACCOUNTS
Share Savings Accounts
Checking Accounts
Savings Accounts
Money Market Accounts
Certificate of Deposit Accounts
IRA* Certificate of Deposit
Variable Rate IRA*
Health Savings Accounts

\*Individual Retirement Account

BECU may pay dividends on its Share Accounts. The amount of any dividend is determined from time to time by BECU’s Board of Directors. BECU generally pays interest on its Deposit Accounts. Details about the interest or dividend rates for Accounts and Truth-in-Savings disclosures concerning yields are set forth in the Consumer Account Disclosure.

Additional accounts may be offered from time to time as described in the Consumer Account Disclosure. Except as otherwise provided in the Account Agreements, if any provision contained in the Account Agreements is in conflict with or inconsistent with, any provision in any other Account documentation, the provisions contained in the Account Agreements shall govern and control.

By signing a Membership Application (or any other account application, account change request form, or any other account documentation), or by accessing any Account or by using an ATM or Debit Card or other access device subject to the Account Agreements, Account Holders, as well as Authorized Signers, jointly and severally agree to all terms and conditions in or delivered in connection with the Account Agreements, including but not limited to the Consumer Account Disclosure, the Funds Availability Policy (see section II below), the Electronic Funds Transfer Statement and Agreement (see section III below), and BECU’s bylaws, as they currently exist and as amended or replaced from time to time. Some accounts (e.g., IRA, Health Savings Accounts (“HSA”), Money Market Accounts, and Certificates of Deposit) are subject to additional rules, which will be made available to you when you open those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your relationship with BECU. You also agree that Accounts and all services respecting Accounts will be governed by the Account Agreements, as may be amended or replaced from time to time.

### 2. Definitions

The following capitalized terms when used in this Account Agreement shall have the meaning given such terms as set forth below:

**ACH:** As defined in section I. Membership and Account Information 5(d) (4).

**Account:** A share or Deposit Account at BECU held by or offered to a member, Joint Account Holder, or potential member. It includes, but is not limited to, accounts such as share savings, savings, checking, and term share accounts.

**Account Holder:** A party who has ownership interest in, and legal liability for an Account, including anyone defined as a “depositor” under Washington’s Financial Institution Individual Account Deposit Act as it now exists

or as it may be amended or replaced from time to time, including without limitation any Primary Member and Joint Account Holder.

**ATM:** Automated teller machine.

**ATM card:** A card that may be used at certain ATMs to access your linked Accounts for the purpose of making cash withdrawals, deposits, and transfers and to obtain balance information. ATM cards cannot be used to make purchases from merchants.

**Authorized Signer:** A party who may perform transactions on an Account but has no legal liability for the Account, unless the party is also an Account Holder.

**Available Balance:** The Current Balance (i) minus any pending electronic transactions yet to be debited, posted, or settled in your Account including but not limited to authorized pending payment transactions, POS Transactions, and merchant payment authorizations; plus (ii) any deposits that we have made available to you even though we have not yet received good funds (i.e., when we give you access to funds from a deposited check even though we have not yet received funds from the financial institution on which the check is drawn). For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the transaction. If we provide this authorization, usually a temporary merchant payment authorization hold is placed on your funds equal to the amount of the transaction and this amount will not be included in your Available Balance. Also, some merchants, like hotels and rental car companies, will create an authorized pending transaction and place a temporary merchant payment authorization hold on your Account equal to or greater than the amount of the transaction in an attempt to ensure sufficient available funds will be in your Account when you make final payment (e.g., when you check out of the hotel or return the rental car). The amount of this temporary merchant payment authorization hold also won't be included in your Available Balance. Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment.

Your Available Balance is based on your Current Balance **less**:

(1) Holds placed on deposits, for example: when we place a five (5) day Large Item Exception hold on \$475 of your \$6000 check you deposit to your checking Account, that \$475 on hold is not available for you to spend (and not displayed in your Available Balance) until we remove the five (5) day hold;

(2) Holds on Debit Card or any electronic transactions that have been authorized but are pending and not yet posted to your Account, for example: when you use your Debit Card at a gas station and the gas station creates an authorized pending payment transaction and places a three (3) day temporary merchant payment authorization seventy-five dollar (\$75) hold on your funds, that seventy-five dollar (\$75) on hold is not available for you to spend (and not displayed in your Available Balance) until the gas station posts the pending payment transaction and/or removes the hold, or the hold is dropped from your Account; and

(3) Any other holds placed on funds in your Accounts such as but not limited to holds related to pledges of Account funds, minimum balance requirements, or to comply with court orders or other legal processes, for example: whenever a hold is placed on your funds, those funds on hold are not available for you to spend (and not displayed in your Available Balance until the hold is released).

**Consumer Account Disclosure:** A disclosure that contains rates and fees associated with the accounts and services offered at BECU, as may be amended, amended and restated or otherwise modified from time-to-time. The Consumer Account Disclosure is available at <https://www.becu.org>, and is incorporated in this Agreement by this reference.

**Current Balance:** The actual amount of funds in your Account and not necessarily the amount available for transactions. Funds from deposits are added to your Current Balance when you deposit them but if the deposits are on hold they won't be available for transactions, and won't be reflected in your Available Balance. Your Current Balance does not reflect authorized pending payment transactions, POS Transactions, temporary merchant payment authorization holds or deposits on hold, it only reflects payment transactions that have actually posted to your account. Funds are deducted from your Current Balance when the authorized pending payment transaction posts to your account and the funds are actually paid out. If your Account has authorized pending payment transactions, POS Transactions or temporary merchant payment authorization holds or deposits on hold, not all of the money in your Current Balance will be available for transactions and may be a different amount than your Available Balance. See the definition of Available Balance for more information.

**Debit Card:** A card that may be used at certain ATMs to access your linked Accounts to make cash withdrawals, deposits, and transfers and to obtain balance information. Debit Cards can be used to make purchases from participating merchants.

**Deposit Account:** A non-transaction Account or a transaction Account which may or may not pay interest or dividends on the balance in the account.

**Joint Account Holder:** A party who has ownership interest in, and legal liability for, a jointly held Account.

**Membership Application:** The enrollment form, as may be amended, amended and restated or otherwise modified from time to time, that is used to apply for membership in BECU. The Membership Application may also be used to open Accounts, and may be a paper or digital form.

**Mobile Banking:** BECU's service that allows access to Accounts through BECU's mobile application loaded onto a mobile device (such as a smartphone or tablet).

**Online Banking:** BECU's service that allows access to Accounts through BECU's website by using a computer or a mobile device.

**Point of Sale (POS) Transaction:** An electronic transaction in which your Debit Card is used to transfer money from your Accounts to merchants' accounts to purchase any goods or services, including without limitation transactions conducted at retail stores and transactions conducted in internet based transactions. The term "POS" may sometimes be used interchangeably with the term "point-of-sale", and each term has the same meaning.

**Primary Member:** The BECU member whose Tax Identification Number ("TIN") is used on an Account for reporting interest income, if any, to the Internal Revenue Service ("IRS") and who signs a Membership Application form (or other Account documentation) as the Primary Member or is otherwise designated as the Primary Member in any BECU system.

**Share Account:** A form of Deposit Account that each member is required to maintain to remain a member of BECU.

**We, us, our:** BECU.

**You, your:** Each person or entity, individually, and collectively, who signs a Membership Application (or any other account application, account change request form or any other account documentation) or accesses an Account.

### **3. Membership Eligibility**

To be eligible for membership at BECU, you must be an individual or entity qualifying within BECU's field of membership, and meet all regulatory, legal, and BECU requirements for eligibility. You must also open and maintain a Share Account.

### **4. Ownership and Account Structures**

When you open an Account, the Account will be opened under one of the following ownership structures. You agree that when you set up an Account with us, you have instructed us as to the proper title of the Account and that we assume no legal responsibility to inform you as to how the structure of an Account affects your legal and insurable interests. If you have any questions as to the legal effect of any of these Accounts, you will consult with your lawyer and bear the sole responsibility as to the legal effect of the creation of the Account or how we maintain it.

In opening any of the account types described below in sections 4(a) through 4(k), BECU acts only as a depository for funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of any Estate Representative, administrator, custodian, representative payee, guardian, or other authorized Account representative (collectively, "authorized Account representatives"). Authorized Account representatives agree to be liable to BECU for any and all obligations incurred by any actions dealing with the Account and agree to indemnify BECU and hold it harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney fees, that we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the trustees in handling or dealing with the Account. Unless expressly stated to the contrary, all the other terms and conditions of the Account Agreements apply with equal force to each of the account types described below.

#### **a. Personal Accounts**

A Personal Account is an account with only one owner. The one owner is designated as the Primary Member.

#### **b. Joint Accounts With and Without Rights of Survivorship**

A Joint Account is an account with more than one owner. One of the owners is designated as the Primary Member and any other owners are designated as Joint Account Holder(s). When you set up a Joint Account, you can designate it as either a Joint Account With Right of Survivorship or a Joint Account without right of survivorship. In either case, the Primary Member and Joint Account Holder(s) each own the Account and

each have the same authority on the account, except for those things that only the Primary Member can do (see below in subsection 1). Your Joint Account will automatically be set up as a Joint Account With Right of Survivorship, unless you designate otherwise at the time of account setup. This means that, upon the death of the Primary Member or Joint Account Holder(s), the deceased person's interest in the Joint Account becomes the property of the surviving account owner(s). If the Joint Account is set up as a Joint Account without right of survivorship, then the deceased account owner's percentage of ownership interest in the Account as specified on account opening documentation (or if not specified in account opening documentation the deceased owner's percentage of ownership interest will be equal to the other account owner's or owners' interest), becomes the property of the Payable on Death ("P.O.D.") designee(s) or if there is no P.O.D. designated, it becomes the property of the deceased account owner's estate upon death. You should talk with a trusted adviser, such as your lawyer, to be sure that the Accounts you establish will be treated as you intend them to be.

The Primary Member and all Joint Account Holders must approve any addition or change in the designation of beneficiaries for any Joint Account and the addition of any Joint Account Holder. We may require that any changes to the Account be made in a written form acceptable to BECU, which, upon execution, will be controlling.

### **1. Primary Member's Exclusive Authority**

Only the Primary Member is authorized to do the following on a Joint Account:

- a. Remove other Account Holders from your Account;
- b. Remove any beneficiary without the signature of any Joint Account Holder;
- c. After satisfying all obligations that require continuing membership, close the Primary Member's Share Account; and
- d. Instruct BECU to change the Account or Line of Credit linked to your Checking Account for purposes of the automatic overdraft protection plan in accordance with section 10(b) below.

### **2. Authority of Joint Account Holders**

You expressly authorize any Joint Account Holder to act for you on your Joint Account, except for those orders and instructions that only the Primary Member may give in accordance with section 4(b)(1) above. Further, you expressly authorize any Joint Account Holder to make any order and instruction regarding the Joint Account and any request for future services without the additional consent or notice to other Account Holders. These unilateral instructions include but are not limited to:

- a. Opening additional accounts with the same ownership structure (i.e. each Account Holder may open a new Joint Account and list all current Joint Account Holders as owners/holders of that new Joint Account and all named Joint Account Holders will have all the rights and obligations of a Joint Account Holder with respect to any such new Joint Account);
- b. Closing the Account (unless doing so would terminate membership);
- c. Removing the Joint Account Holder's own name from the Account; provided, however, that removal of such Joint Account Holder's own name from the Account shall in no way limit such Joint Account Holder's obligations with respect to the Joint Account incurred at any time prior to the removal of such Joint Account Holders name from the Account;
- d. Changing addresses when the Joint Account Holder is on all of the accounts with the Primary Member;
- e. Supplying endorsements;
- f. Withdrawing funds;
- g. Writing or stopping payment on checks;
- h. Accessing the Account in person, by mail, Online Banking, Mobile Banking, Telephone Banking, with an ATM card or Debit Card or other access device for withdrawals from your Checking or Savings Account, POS transactions, or other debit transactions from your Checking Account, even if such a transaction causes a negative balance in your Account; and
- i. Pledging or assigning the Account for any authorized loan(s) from BECU (including but not limited to credit extended under credit cards), even if the loan is not made to all Account Holders.

### **c. Payable on Death Designation**

A P.O.D. designation on an Account designated as joint With Right of Survivorship means that during your lifetime, the funds in an Account are payable to the Account Holders and upon the death of the last

Account Holder, the funds are payable to any designated and surviving P.O.D. beneficiary named on the controlling account or other account documentation or records in our system. A P.O.D. designation on an Account designated without right of survivorship means that during your lifetime, the funds in an Account are payable to the Account Holders and upon the death of an Account Holder, the portion of funds owned by the deceased Account Holder are payable to the decedent's designated and surviving P.O.D. beneficiary named on the controlling account application or other account documentation or records in our system; provided, however, that if there is a conflict between the Membership Application or other account documentation or the records in our system, the records in our system shall be deemed to control. If there is no surviving P.O.D. beneficiary upon the death of an Account Holder, state law will determine rights to the funds. P.O.D. beneficiary designations made on your Checking Account, Savings Account, Money Market Account, or Certificate of Deposit Account, do not apply to your IRAs or HSAs. Your IRAs and HSAs are governed by a separate beneficiary designation document and process.

You agree to notify BECU in writing if: (a) any new Account(s) should not be included under an existing P.O.D. designation, or (b) you decide to change the beneficiary or beneficiaries for any or all Account(s). In addition, you agree to complete any documents or forms that we may require to process your request, otherwise BECU may rely on the P.O.D. designation currently on file.

#### **d. Revocable and Irrevocable Trust Accounts**

Revocable and irrevocable trust accounts are established as Personal Accounts. To satisfy system requirements, the Trust is identified as the Primary Member and the Account is opened and managed by the trustees. The trustee(s) is the named Authorized Signer on the Account. For a revocable living trust, the trustee must be eligible for membership. For an irrevocable trust, the trustee must be eligible for membership, or in the case of a testamentary trust or an A/B structured trust, the decedent must have been eligible for membership or the beneficiary or one of the beneficiaries must be eligible for membership with BECU. The trustee(s) can individually exercise all powers of an Account Holder. Every trustee agrees to be bound by the terms of the Account Agreements as if such trustee is the Primary Member and to furnish BECU, upon request, a certification of trust and other documents and authorizations that we may deem necessary or appropriate.

In opening an Account owned by a trust, BECU acts only as a depository for the funds held in the trust Account, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of any trustee. The trustee(s), in their individual capacity, and in their capacity as trustee, agree that they are jointly and severally liable to BECU for any and all obligations incurred by any trustee or in any way related to the Account and agree to indemnify BECU and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney fees, that any beneficiary, trustor, trustee, or any other party may suffer or incur arising out of or related to any action or claim by any beneficiary, trustor, trustee, or any other party with respect to the authority or actions taken by any trustee in handling or dealing with the Account. Regardless of the jurisdiction under which any trust is formed or otherwise created, to the extent permitted by law, for purposes of any Account, it is expressly agreed that the Washington Trust Act and the Washington Financial Institution Individual Account Deposit Act, as may be amended or replaced from time to time, shall be the applicable law governing the trust, trustee and all the trustee's relations with BECU. Unless expressly stated to the contrary, all the other terms and conditions of the Account Agreements apply with equal force to Accounts for which a trust is identified as Primary Member.

#### **e. Estate Accounts**

An estate account is established as a Personal Account and the deceased person's estate is the Primary Member. The account is opened and managed by an entity or person (the "Estate Representative") identified at Account opening who has legal authority to act on behalf of the estate. Usually such entity or person is a court-appointed party, and identified as a personal representative, an administrator or executor. The Estate Representative must satisfy BECU membership rules or the decedent must have been an existing member.

#### **f. Benevolent Accounts**

A benevolent account is established as a Personal Account to collect funds "In Memory of" or to collect contributions to assist someone who has a medical or emergency need. The person benefitting from the collected funds is designated as the Primary Member on the account and must satisfy BECU's membership rules. The Account is established and managed solely by an administrator who is designated at the time of Account opening as the sole Authorized Signer on the Account. The administrator does not have to satisfy BECU membership rules.



Benevolent accounts are subject to all of the other terms of this Agreement, but include the following special restrictions:

1. The Account must be non-interest-bearing (savings or checking);
2. The Account may remain open no longer than one year;
3. No P.O.D. beneficiaries, joint owners, or other beneficiaries may be listed;
4. Receipts are NOT issued stating that contributed funds were accepted as a charitable contribution.

#### **g. Minor Accounts**

A minor account is established as an Account and the minor is designated as the Primary Member. We reserve the right, at our sole discretion, to require that a Joint Account Holder be placed on the Account who may be a parent, or a legal guardian appointed by the court, and at least eighteen (18) years of age. This additional Joint Account Holder will be jointly and severally liable to BECU for any returned item, overdraft, unpaid charges, or amounts owing on the Account and any and all additional Joint Accounts opened by the minor or Joint Account Holder regardless of the minor's rights regarding such contracts. We have no duty to inquire as to the use or purpose of any transaction by a minor or any other Joint Account Holder. When the minor as Primary Member reaches the age of eighteen (18) years old we are not required to, and typically will not without a request from the minor or the other Joint Account Holder, change the Account status to remove the Joint Account Holder from the account.

#### **h. Uniform Transfers to Minors Act (UTMA) Accounts**

A UTMA account is established as a Personal Account with the minor designated as the Primary Member on the Account. The Account is opened by the custodian (who is designated as the Authorized Signer on the Account at the time of account opening) with funds gifted to the minor and delivered to the custodian for the benefit of the minor under the Washington UTMA, as defined by, in accordance with, and to include all the provisions of the Washington UTMA (RCW 11.114 et seq.) as may be amended, amended and restated or otherwise modified from time to time. The custodian or any acting successor custodian named on the Account controls the funds in the Account for the exclusive use and benefit of the minor and is the only party entitled to make withdrawals from or to close the Account unless otherwise directed by the court.

In the event of the death, resignation, or incapacity of the custodian or any acting successor custodian, we may place a hold on the Account until a successor custodian is lawfully appointed or we receive instructions to withdraw funds from any person authorized by law or order of the court authorizing such withdrawal. We are not required to change the Account status when the minor reaches the age of majority unless the custodian or the court authorizes us to do so in writing, or upon proof that the custodian and all named successor custodians are deceased, resigned, or are otherwise incapacitated. We have not provided you with any tax advice regarding this Account, and you are advised to see a qualified tax adviser on the tax treatment of this Account.

#### **i. Club Accounts**

A club account is a Personal Account held by a member designated by us as a "Club" (e.g. a book club; a recreational sports team; etc.) as the Primary Member. The authorized person who is designated at the time of account opening and opens an Account for a club agrees to furnish us in writing with the names and signatures of any persons authorized to access the club's Accounts and who will be designated as Authorized Signers.

#### **j. Representative Payee Accounts**

A representative payee account is a Personal Account that may be established on behalf of a recipient, called the beneficiary, of benefits from the Social Security Administration ("SSA") or Supplemental Security Income ("SSI") on which an entity or person, as designated by the SSA as representative payee, acts on behalf of the recipient as Authorized Signer. The recipient of SSA or SSI funds is the sole owner of and Primary Member on the Account and must satisfy BECU's membership rules. Neither the representative payee nor any third party can have an ownership interest in the Account. The Account title must be established to designate the nature of the Account as a Representative Payee Account and may not permit the SSA or SSI recipient direct access to the funds, for example, "[Recipient's name] by [representative payee's name], representative payee" or "[representative payee's name], representative payee for [recipient's name]."

The representative payee agrees to be bound by the terms of the Account Agreements and to furnish BECU,

upon request, a copy of the written SSA authorization designating the representative payee and other documents and authorizations that we may deem necessary or appropriate and you agree not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person for whose benefit the funds are paid. If the beneficiary dies, you must promptly notify us and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have enough funds to pay the demand, we may take the funds from any Account you or the beneficiary owns.

#### **k. Guardianship Accounts**

A guardianship account is established as a Personal Account on behalf of a court-determined incapacitated person that is designated as the Primary Member on the guardianship account. The entity or person, legally designated as guardian by the court, establishes the guardianship account and acts on behalf of the incapacitated person as Authorized Signer on the Account. Neither the guardian nor any third party can have ownership interest in the Account. The Account title must be established to designate the nature of the Account, for example, "[incapacitated person's name] by [guardian's name], guardian" or "[guardian's name], guardian for [incapacitated person's name]."

The guardian agrees to be bound by the terms of the Account Agreements and to furnish BECU, upon request, certified copies of the Letters of Guardianship, Orders Appointing Guardian, or other court orders designating the legal guardian and other documents and authorizations that we may deem necessary or appropriate.

### **5. Account Types**

#### **a. Share Accounts**

The Share Account is a Savings Account and is subject to the same restrictions that apply to all Savings Accounts. Your Share Account is the Account that must remain open for continued membership. Any minimum-balance requirement is set forth in the Consumer Account Disclosure. Restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **b. Savings Accounts**

BECU reserves the right to require ninety (90) days' prior written notice of any intended withdrawal from any Savings Account or a longer period as determined under applicable law. Savings Accounts are not transaction accounts which means there are restrictions on the timing or number of withdrawals you may make. Restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **c. Money Market Accounts**

A Money Market Account is a Savings Account and is subject to the same restrictions that apply to all Savings Accounts. Certain restrictions, rates and fees are set forth in the Consumer Account Disclosure.

#### **d. Checking Accounts**

1. Your Checking Account may consist of two legally separate accounts: a transaction (checking) sub account and a savings sub account. If funds in your transaction account are not routinely needed to pay debits, we may periodically transfer funds between these two sub accounts. If your Checking Account earns dividends, your dividend calculation will remain the same, regardless of whether or not your funds are held in the transaction sub account or the savings sub account. Otherwise, the savings sub account will be a non-dividend earning account. The sub accounts will be subject to our Account Agreements, our Account Disclosure, the Membership Application (or other account documentation). This arrangement and process will not affect your Available Balance in your Checking Account, the dividends or interest you may earn, NCUA insurance protection, your monthly statement, or any other features of your Checking Account.

2. We are authorized to pay any check or other item that creates an overdraft, any returned item, and all charges associated with overdrafts or returned items by making advances under or transfers from any BECU account that is linked to your account for overdraft protection (for example any Line of Credit, Savings Account, or Checking Account), and we have no obligation to, but we may, pay an item, which could cause an overdraft in your Account, all in accordance with the "10. Overdrafts" section in the Account Agreements. Unless you tell us otherwise, we may link your Checking Account to any BECU Line of Credit on which you are a borrower.

3. We generally process and pay presented checks that you write from your Account in order from smallest

dollar amount to largest dollar amount; however, we reserve the right to process any presented checks in any order we deem necessary or appropriate.

4. When we receive a check or process an Automatic Clearing House (“ACH”) payment request to debit your Account, and your account has a non-sufficient Available Balance to pay the check or payment request, we may charge you an NSF fee each time that check or payment request attempts to clear your Account. Your check or payment request may be presented and re-presented to your Account for payment multiple times and each time that your Account has a non-sufficient Available Balance to pay the check or payment request, we may charge you an NSF fee. This means you may be charged multiple NSF fees for the same check or ACH payment request that are re-presented for payment when your Account has a non-sufficient Available Balance.

5. We will process debit and credit ACH transactions throughout the day, in the order they are received in our processing center. Therefore, if an Account withdrawal or debit transaction is processed in the morning and it exceeds your Available Balance at that time, you may be charged NSF fees, even if a deposit or credit transaction occurring later that day raises your Available Balance above \$0.00. We may receive multiple credit or debit transactions on your Accounts in many different forms throughout each day. The best way to know your Available Balance and avoid paying NSF fees is to record and track all your transactions closely.

6. We will credit items delivered to us subject to final settlement and applicable law.

7. We will have no obligation to, but we may, pay antedated checks, or checks that are stale-dated (more than six months old), without notice to you, and we may deem the date on such a check to be the date that the check is presented to us.

8. We may pay postdated checks early unless an authorized party gives contrary notice complying with applicable law.

9. Except for willful misconduct and subject to applicable law, we are not liable for any action taken regarding the payment or nonpayment of an item.

#### **e. Individual Retirement Accounts**

IRAs are governed by the terms of the Account Agreements and the terms and disclosures in the IRA application and other IRA documentation, which are incorporated in this Agreement by reference.

#### **f. Certificate of Deposit Accounts**

A Certificate of Deposit is a Deposit Account on which we agree to pay a stated rate of interest for a stated period of time. BECU’s Certificates of Deposit are not negotiable and are not negotiable instruments; all certificates are evidenced by Account information disclosed on your monthly statements. Early-withdrawal penalties may apply. Except as stated in any separate Certificate of Deposit receipt or disclosures, Certificate of Deposit Accounts are governed by the terms of the Account Agreements as well as the terms set forth in the receipt or disclosures, and these terms are incorporated in this Agreement by reference.

#### **g. Health Savings Accounts**

HSAs are governed by the terms of the Consumer Account Agreements and the terms, disclosures, and agreements in the HSA application and related documents, which are incorporated in this Agreement by reference.

### **6. Requirements for Delivery of Funds for Shares and Deposits**

Cash, checks, or other items may be presented for deposit at any BECU financial center, any designated ATM, or other location that we specify from time to time. To the extent permitted by law, we reserve the right to reject any items presented, including without limitation any items that require special handling or processing, that exceed any maximum for deposits or share issuance set by BECU, or for which there is any suspicion of fraud. Funds may be delivered for deposit by electronic funds transfer (“EFT”), or wire transfer as described in the Account Agreements.

#### **a. Endorsements**

You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for your Accounts if they are made payable to, or to the order of, any one or more Account Holders on the Account, whether or not they are endorsed by an Account Holder or Authorized Signer. You authorize BECU to supply missing endorsements if BECU so chooses. You warrant that when you deliver or present items to your Accounts, or when they are presented by others, all prior endorsements on any item are genuine. BECU reserves the

right (but is not required) to verify all endorsements on checks presented. We also reserve the right to require endorsement in person. An endorsement must be placed in the space on the back of a check between the top edge and 1½ inches from the top edge. We may accept for deposit drafts and checks with endorsements outside this space or drafts and checks without endorsement, at our option. But if any endorsement (or lack of an endorsement) causes any delay in processing the item for payment, you will be responsible for any loss incurred because of the delay. If any Magnetic Ink Character Recognition (MICR) information is provided on a check or other item, we may disregard any conflicting information on the item other than the signature of the drawer and the MICR information. If any item that is deposited to your Account lacks a special endorsement as required by any remote or mobile banking service, you will be liable for any loss associated with the deposit, the deposited item, or any subsequent deposit of the item and we will debit your Account for the amount of the item plus any fees as disclosed in our Account Disclosure.

#### **b. Final Payment**

All deposits (other than cash) received and posted to your Accounts are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge any Account on which you are Primary Member or Joint Account Holder, and/ or your Line of Credit for the amount of those funds. In such an instance, we may impose fees on your Account as indicated in our Consumer Account Disclosure. If you do not have a sufficient Available Balance in your Account or available credit in your Line of Credit, or if you do not have a Line of Credit, then the item will be submitted to collections. If we incur any fee in connection with collections activities, we may charge the fees to your Account. We reserve the right to refuse or to return all or a part of any funds deposited to your Accounts.

We may receive multiple credit or debit transactions on your Accounts in many different forms and during many different times throughout each day. The best way to know how much money you have available to spend, and to avoid paying fees, including but not limited to NSF fees, Overdraft fees, or collection fees, is to record and track all of your transactions closely.

#### **c. Account Holder Liability**

If any check is deposited to your Account and then returned unpaid to BECU from the paying financial institution for any reason whatsoever, the amount of the check may be deducted from your Account. All Account Holders will be liable (jointly and severally) to BECU for any resulting overdrawn amount or negative balance in your Account. Likewise, if any transfer or credit is made to your Account and the transfer or credit was fraudulent, unauthorized, or invalid in any way whatsoever, BECU may deduct the amount of the transfer or deposit from your Account. All Account Holders will be liable (jointly and severally) to BECU for any resulting overdrawn amount or negative balance in your Account. Further, if an Account is overdrawn or has a negative balance for any reason, all Account Holders will each be liable (jointly and severally) to BECU for payment on demand of the amount of the returned check, the fraudulent, unauthorized, or invalid transfer or deposit, and any overdrawn amount or negative balance regardless of who created the overdraft, cashed the check, delivered the check for credit to your Account, or caused the negative balance in your Account, directed the credit to or debit from your Account, or benefited from the transaction. If any Account Holder is indebted to BECU such that we have a lien against or may offset an Account of that Primary Member or Joint Account Holder, you agree that we may enforce our rights against any or all funds in the Account(s) regardless of who owes the debt or contributed to the Account.

### **7. Consumer Account Disclosure**

The dividend or interest rate, Annual Percentage Yield, methods of compounding, accrual or crediting of these, certain fees and charges and other restrictions on your Accounts are set forth in the Consumer Account Disclosure. Unless you deliver a signed Membership Application to us via mail or fax, the Account Agreements are provided to you when you deliver your signed Membership Application to us, or when requested. If you deliver a signed Membership Application to us via mail or fax, you will received the Account Agreements within ten (10) days after account opening. Any use of an Account constitutes your agreement to the terms of the Consumer Account Disclosure and the Account Agreements.

### **8. Fees and Charges**

You and any Authorized Signers agree to pay BECU the fees and charges set forth in the Consumer Account Disclosure and any additional or substitute fees and charges imposed by BECU from time to time under the Account Agreements (e.g. Overdraft fees and NSF fees discussed in section "10. Overdrafts"), Consumer Account Disclosure (or substituted fee schedule), and any other written agreement between you and BECU

(including but not limited to any EFT agreement, any rules covering IRAs, or any other agreements for any other accounts) as they currently exist or as they may be amended or replaced from time to time. We may deduct all fees and charges from any Account of any Account Holder without prior notice. We may change the fee schedule in the Consumer Account Disclosure at any time and will provide notice of the changes in the same way that notice is provided for changes to the Account Agreements.

You are liable for and agree to pay all of BECU's internal and external costs, collection expenses, or other expenses we incur from your failure to perform any of your obligations under this Agreement. All these costs and expenses, such as collection and recovery costs, attorney fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post judgment collection actions, will be added to your present debt, and interest may be charged on them at the highest rate allowed by law. You are liable for and agree to pay BECU's internal and external costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

In addition to the preceding fees, you agree to indemnify and defend BECU and hold it harmless from and against any and all liabilities, losses, damages, or costs, including attorney fees (whether or not suit is brought), court costs, and other costs of litigation that we may incur in connection with:

- a. A garnishment, levy, attachment, or other investigation or claim of any nature by a third party against any of your Accounts, including without limitation, fees relating to funds of a deceased Account Holder or any interpleader proceeding (interpleader fees could be incurred if we transferred funds to a court to hold until rights of claimants were determined);
- b. Any dispute between BECU and any Account Holder, Authorized Signer, beneficiary, or other claimants to funds or regarding any Account transaction; and
- c. Any proceeding or dispute concerning a power of attorney presented with respect to your Accounts with BECU, or in any other matter involving BECU and your Accounts.

## **9. Account Access**

### **a. Access Options**

You and any Authorized Signers may make withdrawals or transfers from your Account in any manner that we may now or hereafter permit from time to time (e.g., by check, through ATMs or electronic means, in person, or by mail, automatic transfer, or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or any other Authorized Signer. BECU may return as unpaid any check that is not drawn in a form acceptable to us.

### **b. Transfers by Mail**

A transfer or withdrawal by mail requires a signed written request by an Authorized Signer. Such a transaction will be posted to your Account as of the day the transaction is processed at BECU.

### **c. Withdrawal Restrictions**

We are not required to permit a withdrawal, honor any item, complete a POS transfer, or pay any other EFT, or ATM or debit transaction unless there is a sufficient Available Balance in your Account to cover the full amount of the transaction or you have funds available to cover the transaction as described in section "10. Overdrafts". In our sole discretion, we may honor any item, in which case you agree to pay the non-sufficient funds ("NSF") fee set forth in the Consumer Account Disclosure. We may also and instead return the item unpaid for an insufficient Available Balance, in which case you agree to pay the NSF fee set forth in the Consumer Account Disclosure. If there is sufficient Available Balance to cover some but not all of your withdrawal orders or items, we may allow those withdrawals for which there is a sufficient Available Balance in any order. We may also refuse to allow a withdrawal whenever we are uncertain regarding who is entitled to funds or there is a claim of any nature against you or the Account, for example:

1. When there is a dispute between claimants for the funds in any Account;
2. When the identification of designated beneficiaries is unclear from our records.
3. If a writ of garnishment, writ of attachment, tax levy, or similar document is received;
4. When the Account has been pledged as collateral for a debt to BECU;
5. If any required documentation has not been presented; or
6. If you fail to repay any of your BECU loans on time.

#### **d. Transfer Limitations**

For Savings Accounts, you may not make more than six (6) transfers to another Account of yours or to a third party during any calendar month; provided, however, that there is no limit on the number of transfers you can make to any BECU loan account nor on ATM or in-person withdrawals from the Savings Account. If a transfer request would exceed the transfer limitations, we may refuse or reverse a transfer that exceeds these limitations, and we may close your Account or assess fees against your Account as set forth in the Consumer Account Disclosure.

#### **e. Account Not Negotiable**

All Accounts, including but not limited to Certificates of Deposit, are nonassignable and nonnegotiable to third parties.

#### **f. Passwords and PIN Numbers**

If a Personal Identification Number (PIN), password, or authorization code is required for any Account access, any individual with the correct PIN, password, or authorization code shall be deemed authorized by you to access such Account and make any withdrawals or transfers from such Accounts. Completed transfers to a third party's account are final.

#### **g. Cross-Account Transfers**

**You agree that:**

1. If a Personal Identification Number (PIN), password, or authorization code is required for any Account access, any individual with the correct PIN, password, or authorization code may make withdrawals or transfers from your Accounts. Completed transfers to a third party's account are final.
2. BECU may cancel, at our own discretion, any cross-account transfer relationships you have authorized.

#### **h. Powers of Attorney**

A power of attorney gives a party you designate the authority to access your Accounts, act as your attorney-in-fact, and handle your affairs on your behalf while you are alive. We reserve the right to only honor a power of attorney affecting the Account if we are satisfied of the legality and/or authenticity of the form and content of the power of attorney, related affidavit, and any other information or documentation. The determination to accept or reject the information or documentation will be in our sole good-faith discretion, without any liability to BECU, and may be subject to change from time to time depending on the circumstances.

All Account Holders are bound by any actions taken by the attorney-in-fact in connection with the Account. Unless stated in the power of attorney, your attorney-in-fact cannot:

1. Change or alter Account ownership;
2. Add or delete a beneficiary from the Account;
3. Empower others to act on the Primary Member's behalf; and
4. Any attorney-in-fact appointed by you is subject to this Agreement and must satisfy BECU membership requirements. At our option, we may in good faith and without liability honor instructions given by someone else purporting to act for any Primary Member and Joint Account Holder under a power of attorney or as the Primary Member and Joint Account Holder's guardian, executor, personal representative, or the like.

We reserve the right to require that you or any person claiming to present a valid power of attorney with respect to any Account execute BECU's form of certification of power of attorney to assist us in reviewing the legality or authenticity of any power of attorney.

### **10. Overdrafts**

We are not obligated to pay any item presented for payment if your Account does not contain a sufficient Available Balance or your Account is not covered by an overdraft protection plan.

Overdraft services should not be viewed as an encouragement to overdraw your Account. As always, we encourage you to manage your finances responsibly.

#### **a. An overdraft could occur in your Accounts in several ways, such as when:**

1. There is not a sufficient Available Balance in your Account upon the payment of checks, posting of EFTs, or other withdrawal requests;
2. There is not a sufficient Available Balance in your Account upon posting payment orders or requests

authorized by you;

3. There is not a sufficient Available Balance in your Account upon the return of unpaid items deposited to your Account;

4. There is not a sufficient Available Balance in your Account upon assessment of fees;

5. There is not a sufficient Available Balance in your Accounts, due to funds not being available according to our Funds Availability Policy; or

6. There is not a sufficient Available Balance in your Accounts upon posting of an electronic transaction even though you had a sufficient Available Balance when the electronic transaction was authorized. For example, when you present your Debit Card to a merchant, the merchant generally will ask us to authorize the pending payment of an amount equal to or more than the amount you will owe to the merchant. If you have a sufficient Available Balance at that time, we will authorize the pending payment. The amount of this authorized pending payment will be deducted from your Available Balance (but will not be deducted from your Current Balance until such time that the pending payment actually posts to your Account). However, posting of subsequent transactions can lower your Available Balance into an amount not sufficient to pay the authorized pending payment. When the merchant finally posts the authorized pending payment, because the intervening transactions caused a non-sufficient Available Balance in your Account, the authorized pending payment posts as an overdraft and if you are opted in to Optional Courtesy Pay Overdraft Service for Debit Card Transactions, you may be charged an Overdraft Fee.

Your Available Balance does not reflect any check you have written against your Account that has not yet been presented for payment.

Our determination of your sufficient Available Balance may be made at any time between presentation of an item (or receipt or posting of an EFT, Online or Mobile Banking transaction, or ACH or Debit Card transaction) and our midnight deadline, with only one review of the Account required.

We are not obligated to pay any item presented for payment if your Account does not contain a sufficient Available Balance or your Account is not covered by an overdraft protection plan.

Overdraft services should not be viewed as an encouragement to overdraw your Account. As always, we encourage you to manage your finances responsibly.

## **b. Standard Overdraft**

### **1. Optional Courtesy Pay for Checks, ACH Transactions, and Person-to-Person Transactions**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, as a courtesy, we may pay items that will overdraw your Account and create a negative balance. You may opt out of this service at any time, in writing or upon oral request, but you are responsible for any overdrawn and negative balances, including any fees, at the time of opting out. We may refuse to pay an item that would overdraw your Account at any time, even though we may have previously paid such items for you. You may be notified of any items paid when your Account has a non-sufficient Available Balance. Additionally, you may be notified of items that are returned or rejected when your account has a non-sufficient Available Balance. But we have no obligation to notify you before we honor, pay, reject or return any item or transaction. The overdrawn and the negative balance in your Account plus any fees are due and payable upon demand.

Each time an item or transaction is presented for payment and your Account does not contain a sufficient Available Balance, you will be charged an NSF fee. You will be charged this fee if we honor, pay, return, reject or decline the item or transaction when you have a non-sufficient Available Balance. Additionally, you will be charged this fee each time we return unpaid for a non-sufficient Available Balance an item that is presented for payment, even if that item has previously been presented and returned for a non-sufficient Available Balance and you were previously charged an NSF fee for that return. Further, you will be charged this fee if we honor or pay the item or transaction when you have a non-sufficient Available Balance even if you were previously charged an NSF fee when the item or transaction was previously returned, rejected, or declined. We have no obligation to notify you if we honor, pay, return or decline an item or transaction for a non-sufficient Available Balance.

Optional Courtesy Pay for Checking Accounts is a noncontractual service available to individually and jointly owned Accounts in good standing. We reserve the right to discontinue this service without prior notice.

If you would like to opt out of this service, you can do so in Online Banking, over the phone by calling us at 206-439-5700 or toll-free at 800-233-2328, by visiting us in person, or by mailing in your opt-out request to:

BECU M/S 1086-2  
P.O. Box 97050  
Seattle, WA 98124

**c. Optional Courtesy Pay Overdraft Service for Debit Card Transactions (not including ATM withdrawals)**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, as a courtesy and only if you opt in to the service and consent to its terms and conditions (and after we receive and confirm your consent), we may authorize and pay everyday Debit Card POS transactions that will overdraw your Account (when you use your Debit Card for payment). However, if after opting in you choose to opt out of this service you are responsible for any overdrawn balances and any applicable outstanding fees at the time of opting out. Even though we may have previously authorized and paid transactions that overdraw your Account, at our own discretion we may decline such transactions at any time. You may be notified of any items paid when there is not a sufficient Available Balance in your Account. Additionally, you may be notified of items that are returned or rejected when there is not a sufficient Available Balance in your Account. But we have no obligation to notify you before we pay or return or reject any item or transaction. The overdrawn amount in your Account plus any fee(s) are due and payable upon demand.

Optional Courtesy Pay Overdraft Service for Debit Card Transactions (not including ATM withdrawals) is a noncontractual service available to individually and jointly owned Accounts in good standing. We reserve the right to discontinue this service without prior notice. For avoidance of doubt, BECU does not offer overdraft services for ATM transactions.

If you would like to opt out of this service, you can do so in Online Banking, over the phone by calling us at 206-439-5700 or toll-free at 800-233-2328, by visiting us in person, or by mailing in your opt-out request to:  
BECU M/S 1086-2  
P.O. Box 97050  
Seattle, WA 98124

**d. Automatic Overdraft Protection Options**

Your Checking Account may be linked to any of your Accounts including but not limited to your Line of Credit, Savings Account, or Money Market Account. If on any day the Available Balance in your Checking Account is not sufficient to cover checks and other items posted to your Account (including returned items, EFTs, Online or Mobile Banking transfers, ACH transfers, ATM withdrawals, and POS or other ATM or Debit Card transactions), you authorize us either to make an advance under your linked Line of Credit or to transfer funds from your linked Account to pay any deficiency. Transfers from the linked Account may help you avoid paying Overdraft and/or NSF fees.

Unless the Primary Member advises us differently in writing or in person, transfers or advances for overdraft protection and other charges will be made first by charging the Primary Member's Line(s) of Credit with us (if any) to the extent of available credit, and then by transferring funds (if any) from any other linked account (unless the account has been pledged as collateral for a debt to BECU).

**You agree to pay the fees and charges (if any) listed in the Consumer Account Disclosure for each automatic transfer to your Checking Account under this automatic overdraft protection plan.**

**1. Transfers from a Linked Line of Credit**

All transfers from a Line of Credit must be in one-hundred-dollar increments or the Available Balance, whichever is less. Charges to a Line of Credit may not exceed the credit available under the terms of the BECU Credit and Security Agreement and we are not required to cover overdrafts or items that would cause a negative balance in your Accounts:

- a. If the member's right to further advances under the BECU Credit and Security Agreement has been suspended or if the BECU Credit and Security Agreement has been terminated;
- b. After the occurrence of a default in the terms of the BECU Credit and Security Agreement; or
- c. Whenever prohibited by the BECU Credit and Security Agreement or any applicable law.

**2. Transfers from a Linked Account**

All transfers from your Account must be in exact dollar increments. Excess Transaction Fees for transactions that exceed the limitations imposed on Savings Accounts by federal Regulation D may be assessed as disclosed in the Consumer Account Disclosure.



We are not required to transfer funds to your Checking Account if:

- a. Any or all of your Accounts are subject to a writ of garnishment, writ of attachment, tax levy, or similar document;
- b. There is a dispute between persons claiming an interest in the Account;
- c. We are uncertain regarding who is entitled to funds in any Account you may have with us; or
- d. We terminate or suspend your Account as provided in the "Termination or Suspension of Account" section.

## **11. Check Stop-Payment Orders**

### **a. Stop-Payment Request**

An authorized individual may, upon timely and proper request, ask us to stop payment on a specific check or other item drawn on your Checking Account. The person may request a stop payment by telephone, by mail, by appearing in person, or online. The stop payment will be effective only if we receive the order in time for our employees to reasonably act on the order and only if you state the account number, the check number, and its exact amount. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop-payment order is not received in time, we will not be liable to you or to any other party for payment of the item. If we re-credit your Account after paying an item over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer to BECU all your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

### **b. Duration of Order**

Stop-payment orders are effective for six months and will automatically terminate after six months unless you notify BECU before the six months expire. An authorized individual must notify BECU in writing to release any stop-payment order before the six-month period expires.

### **c. Liability**

We may charge a fee for each stop-payment order as set forth in the Consumer Account Disclosure. A stop payment may not be placed on any certified check, teller's check, or other check, draft, or payment that is guaranteed by you or BECU. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including BECU, who is a holder of the item, despite the stop-payment order.

### **d. Stop Payment of ATM/Debit Card or POS Transactions**

Stop payment for any ATM or Debit Card transaction or POS transfer may not be made once you have completed the transaction with the merchant.

## **12. Postdated Checks**

An authorized individual may, upon timely and proper request, ask us not to pay a postdated check or other item before the date of the item. The request may be made by telephone, by mail, or in person. The request will be effective if we receive the order in time for our employees or agents to reasonably act on the request and the request includes the account number, the check number, and its exact amount. If we receive incorrect or incomplete information, we will not be responsible for paying the item. If we do not receive the request in time, we may charge your Account for the item even though payment is made before the date of the check. If we re-credit the Account after paying an item early despite a valid and timely request to delay payment, you agree to sign a statement describing any dispute with the payee, to transfer to BECU all your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

## **13. Lost Items; Collection Agent Only**

In receiving items from you (e.g., for withdrawal, collection, deposit, or the issuance of shares), we act only as your agent and reserve the right to reverse any credit given for such items or to charge your Account for the items if they become lost in the collection process or are uncollectible for any other reason. You waive notice of dishonor on any item charged back to the Account. Such a chargeback may cause an overdraft or a negative balance in the Account.

## **14. Limitation on BECU's Liability for Errors**

Subject to applicable law, we will be liable only for your actual losses or damages not to exceed the amount of the transaction, less lawful deductions. The standard by which our actions will be measured is willful misconduct. We will not be liable for any other losses or damages and will not be liable at all if:

- a. Through no willful misconduct of BECU, your Account does not contain enough money to make the transaction;
- b. Circumstances beyond our control prevent the transaction;
- c. Your loss is caused by another financial institution; or
- d. The money in your Account is subject to garnishment, attachment, tax levy, legal process, or other claim.

In no event will we be liable for consequential, incidental, or punitive damages.

#### **15. BECU Lien and Ability to Offset**

BECU has a statutory lien on any or all funds in any of your Accounts at BECU, regardless of the source of the funds, to the extent of any obligation owed to BECU by the Primary Member or Joint Account Holder. We may apply the funds on which we have a lien to pay off any indebtedness of any Primary Member or Joint Account Holder as an Account Holder, borrower, guarantor, endorser, or otherwise on any obligation to BECU. You agree that we may offset against or deduct from any Account, including Joint Accounts, any amount due or to become due to us by any Account Holder (including but not limited to account fees and loans or other debts, whether matured or not), even if the amount is not owed by all Account Holders. We may do so without prior notice to you. If we choose not to enforce our lien or exercise our offset rights, we do not waive our right to do so at a later time.

#### **16. Obtaining and Providing Information About Accounts and Account Holders**

You authorize us to check your account records, credit, and employment history and to obtain a credit report from third parties, including credit reporting agencies, relating to any Account Holder or Authorized Signer at any time and for any purpose such as, but not limited to, servicing your Account or verifying eligibility for the Accounts and services requested from time to time.

You can request we provide you with the name and address of each credit reporting agency from which BECU obtains a credit report in connection with your Account.

Please refer to our Privacy Notice for additional information regarding obtaining and providing information about you and your Accounts.

#### **17. Notices**

##### **a. Name or Address Changes**

You agree to notify BECU upon a change of address or change of name. We are required to honor only items drawn on the name(s) listed on the Account and to attempt to communicate with you only at the most recent address for the Primary Member shown in the account records of BECU. We will accept a change-of-address notice that is signed and submitted to BECU by an authorized individual. We may, at our sole discretion, accept an oral notice of a change in address from an authorized individual.

##### **b. General Notices, Correspondence, and Oral Communications**

In the absence of a contrary request (such as but not limited to your request that we hold your mail and do not send it to you, or after you agree consent to our Electronic Communications Disclosure and Consent your request to receive communications from us in an electronic format), we will send any notice, document, or correspondence regarding your Accounts by mail to the Primary Member at the last address in BECU's account records. You authorize us to update your address (at our option) with any address change received from the U.S. Postal Service. Notices may be included with an account statement or in any BECU publications. Notices and other documents made available to the Primary Member are binding on all Account Holders even though not received by all Account Holders. The Primary Member, Joint Account Holder, and Authorized Signers specifically agree to keep all other Account Holders and Authorized Signers informed of such notices, account statements, and other documents. You agree that oral instructions provided by an authorized individual are binding on you if relied on by us and agree to defend BECU against and hold it harmless from any liability arising as a result of those instructions. You agree that our records of all transactions will govern in case of any dispute.

##### **c. Notice of Amendments**

Except as prohibited by applicable law, the terms of the Account Agreements and all fees and other agreements provided in connection with any Account are subject to change by us at any time. We may provide notice by mail at least thirty (30) days before the change or changes become effective or as required by law. You agree to be bound by a change if an authorized individual uses or maintains the Account after the effective

date of the change. You agree that if notice is given by mail, only one notice is necessary in the case of a joint account. If you do not agree to be bound by a change Authorized individuals may terminate your Account before the effective date of any changes.

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

We are required by law to withhold and pay to the IRS a percentage of payments of dividends, interest, and other payments under certain conditions. This is called "backup withholding." Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, we may suspend your Account.

### **19. Statements**

The Primary Member will receive a periodic statement of all transactions and activity on the Account(s) during the statement period; all Account Holders and Authorized Signers agree to stay informed about your Accounts and to obtain all desired information from the statement recipient. All Account statements may be sent monthly, but no less than quarterly. Transactions on your Account, including any deposit, share issuance, withdrawal, transfer, payment of dividends, or interest and imposition of applicable fees, will appear on your statement. You agree that the following information is sufficient to allow you to reasonably identify items paid and that we do not need to provide any other information in the statement except for the following: item number, amount, and date of payment.

You are responsible for examining each statement and any copy or record of your checks. You agree to carefully examine and reconcile each statement and report any irregularities to us.

You are also in the best position to discover unauthorized signatures or endorsements, or a material alteration of any check or other item. You agree to exercise reasonable care and promptness in examining each statement and item and to promptly notify us within thirty (30) days of the statement mailing date of any forgery, alteration, or other problem. We are not liable if you do not comply with the foregoing; we are also not liable for items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a signature stamp or other equipment that can replicate a signature. You agree that your original checks will not be returned to you. Imaged copies will be available for seven years by request, see the Consumer Account Disclosure for any fees. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. Except as otherwise provided by applicable law with respect to unauthorized transfers, the statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your Account unless you notify us in writing within thirty (30) days of the statement mailing date.

### **20. Termination or Suspension of Account**

We may suspend or 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 Account Holders or Authorized Signers;
- b. We have reason to believe there may be forgery or fraud alleged or committed involving your Account or we suspect forgery or fraud;
- c. We have reason to believe there is any dispute or claim alleged with respect to the funds in transactions regarding, or ownership or other rights in or to, the Account;
- d. Any Account checks or access device are lost or stolen;
- e. There is an unacceptable number or amount of overdrafts in the Account not covered by an automatic overdraft protection plan transfer;
- f. It appears that there has been or may be any violation of the BSA, any misrepresentation regarding, or any abuse of, your Account;
- g. You cause a loss to BECU;
- h. We have reason to believe termination or suspension of the Account is required or allowed under our bylaws or applicable law; or
- i. We determine that any Account Holder or Authorized Signer is participating in a restricted industry identified by BECU.

Suspensions may take the form of a temporary or permanent "hold" or "freeze" on your Account at our discretion. We are not responsible for payment of any check, withdrawal, POS transfer, ATM/debit card

transaction, ACH transaction, Online or Mobile Banking transaction, or other item once your account is terminated. If we terminate your Account, we will mail to the Primary Member all funds in the Account, less any obligations owed to BECU by any Account Holder. You agree to use all Accounts only in compliance with applicable law and that we may restrict or cancel services or terminate the Account if we believe any Account Holder or Authorized Signer is not doing so.

## **21. Termination of Membership**

An authorized individual may terminate your membership with BECU after giving written notice to withdraw from membership. We are not liable for payment on any check, withdrawal, or other item once your membership is terminated. You may be expelled from membership for any reason allowed by our bylaws or applicable law, causing a loss to BECU, or for any of the following reasons:

- a. There is an unacceptable number or amount of overdrafts not covered by an automatic overdraft protection plan;
- b. It appears that there has been or may be any violation of the BSA, or any misrepresentation regarding, or any abuse of, your Account;
- c. Termination or suspension is required or allowed under our bylaws or applicable law; or
- d. We determine that any Account Holder or Authorized Signer is participating in a restricted industry identified by BECU.

## **22. Inactive and Abandoned Accounts**

If for a period of twelve (12) months on a Checking Account or a period of twenty-four (24) months on a Savings, Money Market, or matured Certificate of Deposit Account there has been no deposit to, withdrawal from, or transfer from the Account, or if you have not contacted us regarding the Account in person, over the phone, in writing, or by way of Online Banking, Mobile Banking, or ATM, we may classify the Account as an Inactive Account and may charge an Inactive Account service fee as set forth in the Consumer Account Disclosure. Thereafter, we may cease to pay interest or dividends on the Inactive Account unless otherwise required by applicable law. We will notify you at the last address of the Primary Member shown on our account records three months before imposing any fee. Accounts will continue to incur any monthly maintenance or other applicable fees until closed or terminated. You hereby authorize us to transfer funds from your available Account to cover these fees as necessary. If your Accounts become inactive and presumed abandoned as provided by applicable state law, any Available Balance in the Account will be turned over to the state in accordance with that state's law. Once funds have been turned over to the state, we have no further liability for the funds, and if you choose to reclaim them, you must apply to the appropriate state agency.

## **23. Death of a Member**

Upon the death of an Account Holder and subject to BECU's lien, funds are payable to the surviving Joint Account Holders (if any) or others in accordance with the Account Agreements and applicable law. We may require the survivor, court-appointed personal representative, or other claimant to the Accounts to produce certain documents (e.g., to verify identity and authority) before releasing funds or providing access to the Accounts. We may continue to honor transfers, withdrawals, deposits, and other transactions on the Accounts in accordance with applicable law. Once we learn of the death, we may pay checks or honor other payments or transfer orders authorized by the deceased for a period of (ten) (10) days unless we receive instructions from an authorized individual to stop payment on the checks or other items. You agree that we can require anyone who claims funds in your Account after your death to indemnify BECU for any losses resulting from honoring that claim.

If the deceased Account Holder was the Primary Member on a Personal Account, or on a Joint Account With Right of Survivorship, or on a Joint Account Without Rights of Survivorship, the Accounts must be closed and either the funds may be transferred to another active or newly established BECU account, or the funds may be disbursed in accordance with BECU account records (for example, but not limited to, any POD designation in our records) or withdrawn by any authorized individual (for example, but not limited to, the Joint Account Holders, or a court-appointed personal representative).

You agree that if there is a dispute as to the ownership of the funds after your death, BECU may commence a lawsuit against the claimants to interplead those funds in a Washington state court of proper jurisdiction and be discharged of any liability with respect to those funds.

## **24. Indemnity**

If you ask us to follow instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for is your promise to defend BECU and hold it harmless from and against any claims and pay all attorney fees and costs associated with the defense.

You agree to indemnify BECU and hold it harmless from and against all costs, including attorney fees, damages, and claims, related to BECU's actions if BECU is unable to post funds to an Account under certain circumstances, including but not limited to the following:

- a. BECU's closing of the Account;
- b. Your or any payee or endorsee's raising of a claim regarding the Account; or
- c. BECU's failure to cancel or process an item as a result of incorrect information provided by you.

## **25. Waiver**

Any waiver of any term or condition stated in the Account Agreements must be in writing and signed by an officer of BECU and will not be considered a waiver of any future or other obligation or right.

## **26. Severability**

If any provision or portion of the Account Agreements is held by a court to be invalid or unenforceable for any reason, the other provisions and portions will remain valid and enforceable and will continue in full force and effect.

## **27. Governing Law; Bylaws**

BECU Accounts and these Account Agreements are maintained and governed by the bylaws of BECU, federal laws and regulations, the laws and regulations of the state of Washington, and payment network rules, as they currently exist or as they may be amended from time to time or replaced. Federal laws and regulations include, but are not limited to, those promulgated by the National Credit Union Administration and the Consumer Financial Protection Bureau. State laws and regulations include, but are not limited to those promulgated by the Washington Division of Financial Institutions including but not limited to the Washington Financial Institutions Individual Account Deposit Act. In addition to our rights contained in the Account Agreements, we have all rights of a financial institution under the Washington Financial Institutions Individual Account Deposit Act and under all other applicable laws and regulations. Any disputes regarding the Account Agreements must be brought in and are subject to the jurisdiction of any state or federal court in King County, Washington. You agree to be bound by all terms and conditions of our bylaws, as amended from time to time. Notwithstanding other provisions, you agree that changes in the bylaws will be effective when approved by our Board of Directors, even if you do not receive prior notice.

## **28. Enforcement**

In addition to the other costs and fees due under the Account Agreements, you agree to pay upon demand any costs and fees we incur in enforcing the Account Agreements, including but not limited to attorney fees and costs, including those incurred with or without suit, on appeal, in bankruptcy proceedings, in interpleader, guardianship, estate or TEDRA proceedings, and in any post-judgment collection action, if applicable.

## **29. Credit Report Direct Disputes**

If you have a direct dispute with us regarding your liability for a credit account or other debt, terms of a credit account or other debt, your performance or other conduct concerning an Account, or any other information contained in a consumer report regarding a BECU account or relationship that bears on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, provide your direct dispute to us at the following address:

BECU  
Credit Reporting Disputes  
Mailstop 1082-1  
P.O. Box 97050  
Seattle, WA 98124

### **Include the following in your direct dispute:**

- a. Sufficient information to identify the Account or relationship that is in dispute, including the Account number and your name, address, and date of birth;

- b. Specific information that you are disputing and an explanation of the basis for the dispute; and
- c. All supporting documentation or other information reasonably required to substantiate the basis of your dispute (e.g., a copy of the consumer report containing the allegedly inaccurate information, a police report, affidavits, court order, or Account statements).

## **II. FUNDS AVAILABILITY POLICY**

### **1. Your Ability to Withdraw Funds**

Our general policy is to make funds from your cash and check deposits available to you on or before the second business day after the day of your deposit. During any delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Funds deposited by use of Mobile Banking, Online Banking, an ATM displaying our “BECU” logo (a BECU-owned ATM), shared branch, BECU Drop Box, or the USPS will be combined with all deposit(s) made to your Account(s) on that day and generally will be available on or before the second business day after the business day of your deposit. Deposits at non-BECU owned ATMs will be combined with all deposit(s) made to your Account(s) on that day and generally will be available on or before the fifth business day after the day of your deposit. Deposits to your Account by way of a person-to-person transfer service (for example a Zelle transfer) will be available in accordance with the terms and conditions for that service. However, regardless of the manner or location of your deposit, as stated below, longer delays may apply.

### **2. Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. The length of delay varies depending on the type and manner of deposit.

For determining the availability of funds deposited to your Accounts, for purposes of the Funds Availability Policy, every day is a business day, except Saturdays, Sundays, and federal holidays. All times provided below are Pacific Time.

If you make a deposit directly to a teller on a business day while we are open for business (generally 6:30 am – 6:30 pm), that day is the day of your deposit.

If you place your deposit in a Lobby Express Box in Tukwila Financial Center or Everett Financial Center before 4:00 pm, that day is the day of your deposit. If you place your deposit in a Lobby Express Box in Tukwila Financial Center or Everett Financial Center after 4:00 pm, the next business day will be the day of your deposit.

If you make a deposit at a BECU-owned ATM (displaying our “BECU” logo) or to a teller at a shared branch location before 3:00 pm on a business day, that day will be the day of your deposit. If you make your deposit after 3:00 pm or on a day that is not a business day, the next business day will be the day of your deposit.

If you make a deposit at a drop box, a non-BECU-owned ATM, or by mailing it to us through the United States Postal Service (USPS), the day of the deposit will be the business day we process your deposit in our processing center.

If you make an Online Deposit or Mobile Deposit before 7:00 pm on a business day, that day will be the day of your deposit. If you make your deposit after 7:00 pm on a business day, or on a day that is not a business day, the next business day will be the day of your deposit.

### **3. Same-Day Availability**

Funds from electronic direct deposits (for example ACH deposits) to your account will be available on the day we receive the deposit.

### **4. Next-Day Availability**

If you make the deposit in person to one of our tellers, funds from the following deposits are generally available on or before the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you.
- Cashier’s, certified, and teller’s checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our tellers (for example, if you mail the deposit), funds from

these deposits will generally be available on or before the second business day after the day we receive your deposit.

Funds from the following deposits are generally available on or before the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on BECU.

## **5. Other Check Deposits**

Our general policy is to make funds from deposited checks, other than those described in section 4, available as follows:

At least the first \$225 from a check will be available on or before the first business day after the day of your deposit. The remaining funds will be available on or before the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on or before Tuesday. The remaining \$475 is available on or before Wednesday.

## **6. Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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 by the seventh business day but by no later than 11 business days after the day of your deposit.

## **7. Special Rules for New Accounts**

If you are a new member, the following special rules generally apply during the first 30 days your account is open.

Funds from electronic direct deposits (for example ACH 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 U.S. Treasury, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on or before the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on or before 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 tellers, the first \$5,525 will generally be available on or before the second business day after the day of your deposit.

The first \$5,525 of a day's total deposit of funds from all other check deposits or deposits of all checks made at non-BECU ATMs will be generally available on or before the fifth business day after the day of deposit.

The excess over \$5,525 will generally be available on or before the ninth business day after the day of your deposit.

### **III. ELECTRONIC FUNDS TRANSFER STATEMENT AND AGREEMENT**

The following outlines your and BECU's rights and responsibilities when you use EFT services offered or accepted by BECU for the transactions listed.

#### **1. Services Offered or Accepted by BECU**

##### **a. ATMs**

You may access your Accounts from BECU's ATMs and from ATMs and facilities that display the logos shown on your card and from other machines or facilities as we may designate that are part of BECU's network. You may perform the following transactions at such ATM's and machines or facilities, depending on the services available at your particular location\*:

1. Withdraw cash;
2. Make deposits;
3. Transfer funds between your Accounts; and
4. Verify Account balances.

\* Some of these services may not be available at all ATMs.

Notice regarding ATM fees by others: If you use an ATM that is not operated by BECU, you may be charged fees by the operator of the machine and/or by an ATM network.

#### **b. ATM Card and Debit Card Transactions**

You may use an ATM card or a Debit Card for deposits, for withdrawals, and to verify Account balances. You may also use a Debit Card to purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment.

If you have a Debit Card with the Mastercard logo, you may purchase goods and services from merchants that accept Mastercard and make withdrawals from your linked BECU Checking or Savings Account at other financial institutions participating in the Mastercard program.

You may set recurring payments or store your Debit Card information with merchants or other debiting parties. When changes are made to your Accounts or Debit Card, for example your Debit Card number has been changed or the expiration date has been updated, BECU may use Mastercard's Automatic Billing Updater (ABU) services to provide your updated Debit Card information on your behalf to participating merchants or debiting parties. This means that if you ever decide to stop automatic bill payments or debits from your Account through your Debit Card, you must contact the merchant or debiting party directly and cancel the payment or debit. If you do not contact the merchant or debiting party to cancel the payment or debit, your updated Debit Card may be used by the merchant or debiting party.

BECU reserves the right to terminate or suspend, or reinstate, the functioning of the ABU service at BECU's discretion for any reason whatsoever, at any time, and without prior notice to Debit Card holders. If you wish to opt-out of the ABU service and to block all participating merchants or debiting parties from receiving your new Debit Card information, please call us at 800-233-2328. Your opt-out request will be completed within five to seven (5-7) business days after receipt.

#### **c. Telephone Banking**

Telephone Banking is BECU's Integrated Voice Response touch-tone telephone service that allows you to do tasks such as the following:

1. Transfer funds between your Checking, Savings, and Line of Credit Accounts;
2. Make loan payments;
3. Find out which checks have cleared; and
4. Verify your Account balances.

In order to access Telephone Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Telephone Banking, contact BECU in person, by telephone, or by letter and identify the Account that you no longer want to access by Telephone Banking. If you fail to identify the specific Account that you no longer want to access by Telephone Banking, BECU may terminate Telephone Banking access to all your BECU Accounts.

#### **d. ACH Deposits and ACH Withdrawals**

ACH allows you to establish preauthorized deposits and withdrawals from your BECU Account. This service allows you to pay or receive recurring payments.

We will process ACH transactions throughout the day, which may include debits and credits. You must keep a sufficient Available Balance in your Accounts at all times because debits and credits may occur throughout the day. We may receive multiple deposit or credit and withdrawal or debit transactions on your Accounts in many different forms throughout each day. If withdrawals or debits are attempted when there is a non-sufficient Available Balance, you may be charged multiple NSF fees whether transactions are processed or not. Although any subsequent deposit or credit transactions made later that same day may bring the Available Balance above \$0.00, the prior NSF fees will remain on the account. The best way to know how much money you have available to spend (your Available Balance), and to avoid paying NSF fees, is to record and track all your transactions closely.



### **e. Online Banking/Mobile Banking**

Online Banking is BECU's service that allows you to access your Account by way of a personal computer or a mobile device, and Mobile Banking allows access by way of a mobile device or tablet to do tasks such as the following:

1. Transfer funds between accounts;
2. Make person-to-person payments; and
3. Make bill payments; and
4. View the history of your Savings and Checking Accounts and BECU loan accounts.

In order to access Accounts through Online Banking or Mobile Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Accounts through Online Banking or Mobile Banking, contact BECU in person, by telephone, or by letter and identify the Account that you no longer want to access by Online Banking or Mobile Banking. If you fail to identify the specific Account that you no longer want to access by Online Banking or Mobile Banking, BECU may terminate Online Banking or Mobile Banking access to all your BECU Accounts.

### **f. Electronic Check or Draft Conversions/Electronic Returned-Check Fees**

Your check or draft can result in an EFT. For example:

1. You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft to an EFT.
2. At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge if the check or draft is returned unpaid. Paying such a fee electronically is an EFT.
3. When you provide a check or draft as payment, you authorize BECU either to use information from your check or draft to make a one-time EFT from your Account or to process the payment as a check transaction.
4. If any draft or check you have given to BECU is returned or not paid for any reason, whether or not it has been processed as an EFT, you authorize BECU to collect a returned-item fee as set forth in the Consumer Account Disclosure and to collect the fee either by charging any of your Accounts or by processing the fee as an EFT from the Account on which the unpaid draft, check, or EFT was drawn. Your authorization to make these types of EFTs may be expressed by you orally, in writing, or electronically or implied through provision or posting of a notice that the transaction may be processed as an EFT and your completion of the transaction.

## **2. Limits on Services**

The following dollar amounts may apply in using the services listed above and are limited by the Available Balance in your Checking, Savings, Money Market, or Line of Credit Account, less any outstanding checks, items, EFTs, or ATM/Debit Card authorizations not yet received or processed by us:

### **a. POS Cash Withdrawals and ATM Transactions**

The maximum combined amount of cash that may be withdrawn from your Account(s) through ATM(s) and POS transactions is at least \$500 per day. This includes combinations of Savings, Checking, and Money Market withdrawals performed at an ATM and any cash-back withdrawals made by way of POS transactions. Your actual daily ATM and POS cash withdrawal limit will be disclosed at Account opening and also disclosed anytime these limits change.

### **b. Debit Card Transactions**

The maximum combined amount that Debit Card holders may purchase through POS-based transactions is at least \$1,500 per day. This includes combinations of Savings, Checking, and Money Market withdrawals. Your actual daily POS cash withdrawal limit will be disclosed at Account opening and they will also be disclosed if these limits change.

### **c. Online Banking/Mobile Banking Transactions**

The daily and monthly maximum combined amounts that you as an Online and Mobile Banking user may transfer from your Account(s) through Online and Mobile Banking are disclosed in the applicable terms and conditions governing each of those services (all of which are incorporated in this Agreement by this reference).

### **d. Number of Transfers**

ACH withdrawals from your Savings Account and transactions made through Online Banking, Automatic Overdraft Protection, or Telephone Banking that would transfer funds from your Savings Account to another Account of yours or to a third party cannot exceed more than six (6) occurrences per calendar month. If you exceed these limitations, we may charge a fee, your transaction requests may be denied, and we may close your Accounts.

#### **e. Account Security**

If we have reason to believe that your ATM or Debit Card, PIN, Online Banking, or Mobile Banking (or any other) authorization code has been compromised, we need not give prior notice if an immediate change in your Account accessibility is necessary to maintain or restore the security of your Account or the EFT system.

### **3. Fees**

#### **a. EFT**

Any charges for the individual services listed under this section III “Electronic Funds Transfer Statement and Agreement”, other than the foreign transaction fee indicated below in paragraph (e) are disclosed on the Consumer Account Disclosure, or other applicable agreements between you and BECU and are incorporated in this Agreement by this reference.

#### **b. Online Banking and Mobile Banking**

Terms and conditions, fees, and other information for any other EFT that may be made available through Online and Mobile Banking, including but not limited to bill pay services or Zelle, are described in the separate terms and conditions, agreements, and disclosures for those services and are incorporated in this Agreement by this reference.

#### **c. Stop Payment**

A fee as set forth in the Consumer Account Disclosure will be assessed and charged to your Account for each stop-payment request you make. You may not stop payment for any POS transaction or other ATM or Debit Card transaction.

#### **d. Foreign Transactions**

When using your ATM or Debit Card for international transactions, purchases, or cash withdrawals, you will be billed in U.S. dollars. If at the time of your transaction you elect for Mastercard/Plus to convert the amount into U.S. dollars for billing purposes, the amount of the charge in foreign currency will be converted into a U.S. dollar amount by multiplying the foreign charge amount by the processing day’s government-mandated conversion rate or the processing day’s Mastercard/Plus wholesale exchange rate. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account. Subject to the Mastercard/Plus operating regulations or conversion procedures in effect at the time the foreign transaction is processed, Mastercard/Plus may assess an additional currency conversion fee on the transaction amount. This fee is shown on your account statement as part of the transaction amount. BECU will refund the Mastercard/Plus currency conversion fee within three (3) business days of the posted transaction (the actual date on which we post the refund will be subject to the transaction’s posting date and processing cutoff times). The refund will be posted as a separate transaction deposited in the Account charged for the original transaction. Paying the fund to you will be contingent on your Account being open at the time of refund.

### **4. Receipts and Notices**

You will receive receipts and notices according to the types of services you use, so you will have a record of your EFTs.

#### **a. Receipts**

You may receive a receipt at the time your transaction is completed if you use any of the ATM, POS, or other debit transaction services. Save the receipt for your records.

#### **b. Notices**

Any notice required or appropriate will be sent to the address on record at BECU. Notices may be included with Account statements, BECU publications, or other BECU mailings. If you have agreed to accept electronic communications from us, we may send notices to you by email or other electronic means.

## **5. Stopping Preauthorized ACH Transfers or Reporting Errors for ACH Transactions**

To stop payment of a preauthorized ACH transfer to or from any of your Accounts, to ask whether we have received a direct deposit, to report ACH errors, and to ask other ACH questions, you may do the following:

### **Call us at:**

206-439-5700 or  
Toll-free at 800-233-2328

### **BECU phone business hours**

7:00 a.m.-7:00 p.m. PT Monday-Friday  
9:00 a.m.-1:00 p.m. PT Saturday

### **Write us at:**

BECU—Deposit and Payment Processing  
Mail Stop 1085-2  
P.O. Box 97050  
Seattle, WA 98124-9750

#### **a. Stopping Preauthorized ACH Transfers**

If you have told us in advance to make regular payments out of your Accounts, you can stop any of these payments. You can also stop a preauthorized ACH debit transfer originating from another party. To stop any of these payments, contact us in person, by telephone, or by correspondence, using the telephone number and address given above. You must provide us your Account number, the exact dollar amount, and the name of the payee. We must receive your request in time for us to act on it at least three (3) business days before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing as confirmation, so that we receive it within fourteen (14) days after you call. A fee may be assessed for each stop-payment request for a preauthorized ACH debit originating from another party as set forth in the Consumer Account Disclosure. The fee will be debited from your Checking Account or other Account if you do not have a Checking Account or have insufficient Available Funds in your Checking Account. If you follow these instructions and we are unable to stop the preauthorized payment or credit transfer, we will be liable for your direct losses or damages in accordance with the law. In no case will we be liable for any special, consequential, or punitive damages.

#### **b. Errors and Questions About Account Statements or Receipts**

If you think your Account statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, contact us in person, by telephone, or via correspondence, using the telephone number and address given above. We must hear from you no later than sixty (60) days after we sent you the first statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transaction that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the date 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. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally 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 find no error occurred, we will debit the amount of the provisional credit from your Account. If we ask you to send us your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit your Account. For errors involving new Accounts, POS, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. We will send you a written explanation within three (3) business days after we finish our investigation. If we decide that there was no error, we will debit the provisional credit, as stated above. You may ask for copies of the documents that we used in our investigation.

## **6. Disputes with Merchants Concerning Goods and Services**

You agree to settle all disputes about purchases of goods and services you make using your Debit Card with the

merchant that honored the card. If you are unable to settle the dispute with the merchant, we will attempt to help resolve the dispute if you send us a letter in which you:

- a. Tell us your name and Account number.
- b. Tell us the date, the amount, and why you are disputing the transaction, including the merchant's name and location; and
- c. Provide written confirmation of your attempt(s) to contact the merchant and resolve the dispute.

This does not affect your rights with respect to unauthorized transfers or errors regarding your Account.

## **7. Loss or Theft of Your Card or Unauthorized Use of Your Account through Electronic Means**

Contact us immediately, any time of day and any day of the week, if you believe:

- a. Your ATM or Debit Card has been lost or stolen or your PIN or Online or Mobile Banking authorization codes have been stolen;
- b. A transfer has been made using the information from your checks without your permission; or
- c. Someone has withdrawn or may withdraw money from your Account without your permission.

### **Call us at:**

206-439-5700 or  
Toll-free at 800-233-2328

### **BECU Phone Business Hours**

7:00 a.m.-7:00 p.m. PST Monday-Friday  
9:00 a.m.-1:00 p.m. PST Saturday

### **Evenings or Weekends**

Prerecorded message will provide after-hours contact information.

### **Write us at:**

BECU—Card Services  
P.O. Box 97050  
Seattle, WA 98124-9750

You are responsible for all transfers you authorize using your ATM or Debit Card, PIN, or authorization code to access your Accounts under this Agreement. If a card holder permits other persons to use an ATM or debit card, PIN, or authorization code linked to your Accounts, you are responsible for any transactions authorized or conducted by the persons using the ATM or Debit Card, PIN, or authorization code. But tell us IMMEDIATELY if you believe that anyone has used your card, PIN, or authorization code or has accessed your Accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum Line of Credit).

If you tell us within two (2) business days after you learn of the unauthorized use of your Account or card, you can lose no more than fifty dollars (\$50) if someone used your Account or card 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, you could lose as much as five hundred dollars (\$500). If you do not tell us within sixty (60) days after the statement showing the unauthorized use of your Account or card was made available to you, you may be liable for all other unauthorized EFT transactions 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 within the sixty (60) day period. If extenuating circumstances kept you from telling us, we may, but are not obligated to, extend the time periods at our discretion.

## **8. Unauthorized Mastercard Debit Card Purchase Transactions**

If you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if:

- a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;
- b. You have not reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and
- c. Your account is in good standing.

If you notify us of your lost or stolen card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to fifty dollars (\$50). These liability limits will apply, as long as you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority; otherwise, the liability limits set forth may apply.

### **9. BECU's Liability if Transfers or Transactions Are Not Made as Agreed for Consumer Accounts**

If you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if:

- a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;
- b. You have not reported two or more incidents of unauthorized use to us within the preceding twelve (12) months; and
- c. Your account is in good standing.

If you notify us of your lost or stolen card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to fifty dollars (\$50). These liability limits will apply, as long as you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority; otherwise, the liability limits set forth may apply.

### **10. Disclosure of Account Information**

We regard your business with us and information about your Account as confidential. But BECU may disclose information to third parties regarding your account or transfers under the following special circumstances and in accordance with our Privacy Policy:

- a. When it is necessary for completing transfers;
- b. In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with government agency or court orders;
- d. If you gave us your written permission.

### **11. BECU's Business Days**

Our business days are Monday through Friday, excluding legal holidays.

### **12. Termination of the Account Agreements**

We agree that you may terminate EFT services at any time by giving written notice, stopping the use of any access code or PIN, and returning to us all cards issued for your Accounts. You also agree to notify any participating merchants that authority to make bill-payment transfers, or any other preauthorized transfer arrangement, has been revoked. We may terminate EFT services at any time by notifying you orally or in writing. Whether you or BECU terminates EFT services, the termination will not affect your obligations under the Account Agreements for any EFTs made before termination.

### **13. General Safety Precautions When Using ATMs**

#### **a. General Safety**

1. Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.
2. Be aware of your surroundings when using an ATM or night deposit facility after dark.
3. Be prepared. Have your card ready before approaching the ATM.
4. Shield the ATM keyboard with your body so that others cannot observe you entering your PIN.
5. Cancel the transaction and put away your card if a suspicious situation develops.
6. Put away your money and receipt immediately after the transaction is complete. Count the cash later.
7. If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

#### **b. At Drive-Up ATMs**

1. While waiting in line, keep the engine running, the doors locked, and the windows up.
2. Leave enough room between cars to allow for a quick exit, if necessary.

### **c. Card Smart Tips**

1. Memorize your PIN. Never write it on your card or anything that you carry with your card.
2. Never tell your PIN to anyone.
3. Be wary of giving out account information over the phone. Never send your card or Account information over email.
4. Do not withdraw money for an "official" person. No official would ask you to withdraw money for any reason.
5. Keep your transaction receipts and verify each one against your statements. If you find an unexplained transaction, notify us immediately.
6. Report a lost or stolen card to us as soon as you discover that it is missing.

## **IV. RULES REGARDING CERTAIN FUNDS TRANSFERS**

Certain transfers of funds in or out of your Accounts are governed by federal Regulation J, rules of the National Automated Clearing House Association (NACHA), or the Electronic Funds Transfer Act. Generally, these are business-purpose wire transfers that you ask us to make from your Accounts or someone else asks a financial institution to make to your Account. Some transfers of funds between your Accounts may also be governed by these rules.

### **1. Law Governing ACH Transactions**

We may accept payments to your Account that have been transmitted through one or more ACH transactions that are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments are subject to NACHA operating rules applicable to ACH transactions involving your Account.

### **2. Law Governing Wire-Transfer Transactions**

We may accept payments to your Account that have been sent by Fedwire (an electronic payments system operated by the Federal Reserve System), or we may send a payment from your Account through this system to someone else if you ask us to send a funds transfer. Your rights and obligations with respect to payments that involve Fedwire will be governed by federal Regulation J.

### **3. Specific Rules and Regulations**

You agree to abide by the rules and regulations that we, the Federal Reserve System, the card networks, and various automated clearinghouses have established for originating or accepting funds transfer. These rules and regulations are amended from time to time, and replaced from time to time, and you agree to abide by these rules and regulations, as amended, in order to use or accept the funds-transfer services offered by BECU.

### **4. Notice of Receipt of Payment**

Under NACHA rules, we are not required to give next-day notice to you of receipt of an ACH funds transfer. You expressly agree that we do not need to give you next-day notice of the receipt of any funds transfer accepted on your behalf, whether governed by NACHA rules, Regulation J, or other law. Instead, we will notify you of the receipt of ACH transfers in your periodic statements. Additionally, you may call us for funds-transfer information or access your current Account information by using Telephone Banking or Online Banking.

### **5. Provisional Payment Only**

Credit that we give you with respect to any funds-transfer credit entry is provisional until we receive final settlement for the entry. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with the entry. In that instance, the originator of the funds transfer (the party making payment to you) will be deemed not to have paid you the amount of the entry.

### **6. Reliance on Account Number**

When processing an ACH funds transfer, we will rely on the account number or other identifying number transmitted with the funds transfer even if the number identifies a person different from the named beneficiary. When processing a wire funds transfer, we will rely on the account number or other identifying number and the beneficiary's name transmitted with the funds transfer.

### **7. Reliance on Routing Number**

If you give us a payment order requesting a funds transfer that identifies any financial institution or account in the funds transfer by name and by a routing number or other identifying number, a receiving financial institution in

the funds-transfer chain may rely on that number as the proper identifying number even if it identifies a financial institution or accountholder different from the named financial institution or accountholder.

#### **8. Declared Dividend/Interest Rate**

You agree that if we are obligated to pay you dividends/interest under laws governing funds transfers, the rate of dividends/interest to be paid is the rate of dividends/interest paid on either:

- a. The BECU account from which the funds were transferred or should have been transferred; or
- b. The BECU account to which the proceeds of the funds transfer were credited or should have been credited.

#### **9. Security Procedures**

You agree that we may use security procedures to detect unauthorized requests for funds transfers before accepting your request. We will not use such security procedures for transfers between your Accounts with us unless we specifically agree with you to do so.

These security procedures, which you agree are commercially reasonable, will be either a callback or a request for personal photo identification (such as a driver's license) or some other industry standard procedure. Your use of any security procedure constitutes your additional agreement to its use and your acceptance of it as a commercially reasonable procedure. You agree that we may vary the security procedure depending on the amount and type of funds you request transferred or the method you use to make the request. You agree that if we act in good faith on your request for a funds transfer in compliance with these security procedures, the transfer will be treated as an authorized funds transfer, whether or not actually authorized by you.