



# 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 May 2023**

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PO BOX 97050, SEATTLE WA 98124-9750 OR TOLL-FREE 800-233-2328

**KEEP THIS BOOKLET FOR YOUR  
RECORDS**

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The Account Agreements is a contract that governs your rights and obligations when using your Accounts offered by Boeing Employees' Credit Union ("BECU"). Please read the Account Agreements and any amendments carefully and retain them for your records.

The Membership and Account Information section below contains an Arbitration provision that limits the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative action, as well as discovery and rights to appeal.

We conduct business in English. As a service to members, we may attempt to assist members who have limited English proficiency where possible.

## 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.

By opening, establishing, accessing, being named as an Account Holder or Authorized Signer, or applying for any Account, you agree you are bound by this Account Agreement, including but not limited to the Consumer Account Disclosure. Some Accounts may be subject to additional rules, which will be made available to you when you open those Accounts. Other agreements you have with us may also govern or restrict your relationship with BECU.

BECU generally pays interest on its Deposit Accounts. Details about the interest or dividend rates accrual or crediting Annual Percentage Yield, methods of compounding, certain fees and charges, and other restrictions on your Accounts and Truth-in-Savings disclosures concerning yields are set forth in the Consumer Account Disclosure.

### 2. Definitions

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

**ACH:** An electronic funds transfer that is processed through the Automatic Clearing House network at the direction of an originating party.

**Account:** A Deposit Account at BECU held by an Account Holder including any Joint Account Holder.

**Account Holder:** A party who has ownership interest in 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 Account Holder 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.

**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, such as 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 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 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 3 day temporary merchant payment authorization \$75 hold on your funds, that \$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:** 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 any of our locations and 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 checking account or a savings account.

**Electronic Funds Transfer (EFT):** A transfer of funds initiated through an electronic terminal, telephone, computer (including online banking) or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a Deposit Account.

**Joint Account Holder:** A party who has ownership interest in a jointly held Account.

**Joint Account With Rights of Survivorship (JWRS):** Upon the death of the Primary Account Holder or Joint Account Holder(s), the deceased person's interest in the Joint Account becomes the property of the surviving account owner(s).

**Joint Account Without Right of Survivorship (JWORS):** Upon the death of the Primary Account Holder or Joint Account Holder(s), the deceased person'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 (POD) designee(s) or if there is no POD designated, it becomes the property of the deceased account owner's estate upon death.

**Membership Application:** The application, as may be amended, amended and restated or otherwise modified from time to time, that is used to apply for membership in BECU.

**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.

**POD Designation on JWORS:** During the Account Holder(s)' lifetime, the funds in an Account are payable to the Account Holder(s) and upon the death of an Account Holder, the portion of the funds owned by the deceased Account Holder are payable to the decedent's designated and surviving POD beneficiary named on the controlling account application or other account documentation or records in our system.

**POD on JWRS:** During the Account Holder(s)' lifetime, the funds in an Account are payable to the Account Holder(s) and upon the death of the last Account Holder, the funds are payable to any designated and surviving POD beneficiary named on the controlling account or other account documentation or records in our system.

**Point of Sale (POS) Transaction:** An electronic funds transfer in which your Debit Card is used to transfer money from your Accounts to a third party's account, including without limitation transactions conducted in person, online or over the phone.

**Primary Account Holder:** The Account Holder whose Tax Identification Number (TIN) is used on an Account for reporting interest income, if any, to the Internal Revenue Service (IRS) and who is the Account Holder designated as the Primary Account Holder 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 opens, establishes, accesses, is named as an Account Holder or Authorized Signer or who applies for any Account.

### **3. Membership**

To become a member at BECU, you must be an individual or entity 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. When you set up an Account with us, you are solely responsible for determining, and advising us of, the appropriate ownership structure of your Account and we assume no responsibility to advise you how any ownership structure affects your legal and/or insurable interests. 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.

For each Authorized Signer on your Account, BECU is under no obligation to inquire as to any separate authority or duties that such Authorized Signer may have respecting the Account.

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

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

#### **b. Joint Accounts, JWRS and JWORS**

A Joint Account is an account with more than one owner. One of the owners is designated as the Primary Account Holder 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 JWRS or JWORS. In either case, the Primary Account Holder 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 Account Holder can do (see below in subsection 1). Your Joint Account will be set up as a JWRS, unless you designate otherwise at the time of account setup.

The Primary Account Holder and all Joint Account Holder(s) 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 Account Holder's Exclusive Authority**

The Primary Account Holder is the only Authorized Signer on a Joint Account authorized to do the following without notice to the other Account Holders:

- a.** Remove other Account Holders from the Joint Account, however any Joint Account Holder may remove themselves from the Joint Account;
- b.** Remove any POD beneficiary from the Joint Account;

- c. Close the Primary Member's Share Account; and
- d. Instruct BECU to link the Joint Account to the Primary Account Holder's Line of Credit or the Primary Account Holder's other Accounts.

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

Except as set forth in the prior section, any Joint Account Holder has the same authority as the Primary Account Holder with respect to the Joint Account and may exercise that authority without notice to the other Account Holders. Furthermore, the Joint Account Holder may open additional accounts with the same ownership structure (i.e., each Account Holder may open a new Joint Account so long as the Primary Account Holder is named as the Primary Account Holder and all Joint Account Holders are named as Joint Account Holders on that new Joint Account).

### **c. POD**

You are solely responsible for verifying POD beneficiary designations on your Accounts and you must advise BECU of any desired changes. BECU will rely solely on the most recently signed POD designation retained in our system of record.

### **d. Trust Accounts**

Revocable trust accounts and irrevocable trust accounts are established as Personal Accounts. To satisfy system requirements, the Trust is identified as the Primary Account Holder 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 Account Holder and to furnish BECU, upon request, a certification of trust in accordance with RCW 11.98.075 as may be amended, amended and restated, or otherwise modified from time to time and other documents and authorizations that we may deem necessary or appropriate.

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, amended and restated, or otherwise modified 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 Account Holder.

### **e. Estate Accounts**

An estate account is established as a Personal Account and the deceased person's estate is the Primary Account Holder. 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 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.

Benevolent accounts are established as a non-interest-bearing account that may remain open for only one year or less. No POD beneficiaries or Joint Account Holders are allowed on a benevolent Account. BECU does not issue charitable donation receipts with respect to benevolent Accounts.



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

A minor Account may be established as a Joint Account or as a Personal Account and the minor is designated as the Primary Account Holder. We reserve the right, in our sole discretion, to require that a Joint Account Holder who may be a parent, or a legal guardian or conservator appointed by the court, and at least 18 years of age be placed on the Account. This additional Joint Account Holder will be jointly and severally liable to BECU for any loss, including without limitation any returned item, negative balance, unpaid charges, or amounts owing on the Account and any and all additional Joint Accounts opened by the minor or Joint Account Holder. Without the consent of a parent, legal guardian, or conservator, the minor is not authorized to open additional Joint Account(s) provided, however, it is not BECU's responsibility to prevent a minor from opening any Additional Accounts. 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 reaches the age of 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 other 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 Account Holder on the Account. The Account is opened by the custodian 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 will be designated as Authorized Signer on the Account. The custodian shall only use the funds in the Account for the exclusive use and benefit of the minor and is the only party authorized to make withdrawals from or to close the Account unless otherwise directed by a 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.

#### **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 Account Holder. 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 is established on behalf of the recipient of benefits from the Social Security Administration (SSA) including Supplemental Security Income ("SSI"). The entity or person, as designated by the SSA as representative payee is the Authorized Signer on the representative payee Account. The recipient of SSA or SSI funds is the Primary Account Holder of the representative payee Account. Neither the representative payee nor any third party can have an ownership interest in the Account.

The representative payee shall 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. The representative payee will not permit any deposits to the Account other than the designated SSA payments. BECU shall have no obligation to determine whether deposits or withdrawals or transfers from the representative payee Account are for the support of the recipient. If the recipient dies, the representative payee must promptly notify BECU and stop all further deposits or withdrawals or transfers from the representative payee Account. If the government demands that we return deposits made after the recipient's death and the representative payee Account does not have enough funds to pay the demand, we may take the funds from any Account the representative payee or the recipient owns.



## **k. Conservatorship Accounts (may also be called Guardianship Accounts)**

A conservatorship account is established as a Personal Account on behalf of a court-determined incapacitated person that is designated as the Primary Account Holder on the conservatorship account. The entity or person legally designated as conservator by the court establishes the conservatorship account and acts on behalf of the incapacitated person as Authorized Signer on the Account. Neither the conservator 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 [conservator’s name], conservator” or “[conservator’s name], conservator for [incapacitated person’s name].”

The conservator agrees to be bound by the terms of the Account Agreements and to furnish BECU, upon request, an affidavit in accordance with RCW 11.130.547 and containing as an attachment a true and correct copy of the Letters of Conservatorship, Orders Appointing Conservator, or other court orders designating the legal conservator and other documents and authorizations that we may deem necessary or appropriate.

## **5. Account Types**

All Accounts are non-assignable and nonnegotiable.

### **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 90 days’ prior written notice of any intended withdrawal from any Savings Account or a longer period as determined under applicable law.

Restrictions, rates and fees are set forth in the Consumer Account Disclosure.

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

A Money Market Account is similar to a Savings Account and is subject to the same restrictions that apply to all SavingsAccounts, except you may write checks from your Money Market Account. 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 interest, your interest 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-interest-earning account. The sub accounts will be subject to our Account Agreement, 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 interest you may earn, NCUA insurance protection, your monthly statement, or any other features of your Checking Account.

2. We are authorized but not obligated to pay any check or other item that creates a negative balance, any returned item, and all charges associated with negative balances or returned items by making advances under or transfers from any of your Accounts. 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 will process debit and credit transactions throughout the day in the order they are received in our processing center. Therefore, if a transaction debits your Account in the morning and exceeds your Available Balance at that time, you may be charged an NSF Fee or Overdraft Fee, 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. 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.

The best way to know your Available Balance and avoid paying NSF Fees and Overdraft Fees is to record and track all your transactions closely. Further, if you would like to avoid paying NSF fees you can opt out of

Optional NSF Service for Deposit Accounts 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

If you would like to avoid paying Overdraft Fees you can opt out of Optional Overdraft Service for Deposit Accounts 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.

4. We will credit items delivered to us subject to final settlement and applicable law.
5. 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.
6. We may pay postdated checks early unless an authorized party gives contrary notice complying with applicable law.
7. 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**

An IRA Account is a form of retirement account established under 26 USC § 408. IRA Accounts are governed by the terms of this Agreement and the terms and disclosures in the IRA application and other IRA documentation.

#### **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. All Certificates of Deposit are evidenced on your periodic statements. Early-withdrawal penalties may apply. Except as stated in any separate Certificate of Deposit receipt or disclosures, Certificates of Deposit are governed by the terms of this Agreement as well as the terms set forth in the receipt.

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

An HSA Account is an Account for medical expenses and is established under 26 USC § 223. HSA Accounts are governed by the terms of the Account Agreement and the terms, disclosures, and agreements in the HSA application and related documents.

### **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, designated ATMs, or other location that we specify from time to time, or via digital or electronic method that we make available. To the extent permitted by law, we reserve the right to reject any items or any funds presented for deposit, including without limitation any items that require special handling or processing, any items that exceed any maximum for deposits or share issuance set by BECU, or any items for which there is any suspicion of fraud.

#### **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. A proper endorsement must be placed in the space on the back of a deposited check. However, we may accept for deposit 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. 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 Consumer 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 Account Holder or Joint Account Holder, and/ or any line of credit you maintain at BECU (Line of Credit) for the amount of those funds. 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 may be submitted to collections. If we incur any fee in connection with collection activities, we may charge the fees to your Account.

#### **c. Account Holder Liability for Returned Deposits**

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. 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. Further, if an Account 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 negative balance regardless of who created or caused the negative balance in your Account or benefited from the transaction. BECU has a lien against and the right of offset from an Account Holder's Account and we may enforce our rights against any or all funds in the Account(s) regardless of which Account Holder owes the debt or contributed to the Account.

### **7. Withdrawals and Transfers from Accounts**

#### **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. Your Account will be debited for the transfer or withdrawal 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 a sufficient Available Balance in a linked account as described in section "8. NSF, Overdraft, and Linked Accounts." 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. Whenever we are uncertain regarding who is entitled to funds, or there is a claim of any nature against you or the Account, we may refuse to allow withdrawals for example, including but not limited to:

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;
6. If you fail to repay any of your BECU loans on time; or
7. We have reason to believe there is fraud or a scam, or will be fraud or a scam, that may impact your account.

#### **d. 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.

## **e. 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 established on your Accounts.

## **f. 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 certification, 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 Account Holder's behalf; and
4. Any attorney-in-fact appointed by you is subject to this Agreement and must satisfy BECU membership requirements and conform to BECU's Code of Conduct as published on our website. At our option, we may in good faith and without liability honor instructions given by someone else purporting to act for any Primary Account Holder and Joint Account Holder under a power of attorney. If we have reason to believe your attorney-in-fact is, or will be, in violation of this Agreement or our Code of Conduct we reserve the right to close your Accounts without prior notice to your or your attorney-in-fact.

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 in accordance with RCW 11.125.190 as may be amended, amended and restated, or otherwise modified from time to time and to assist us in reviewing the legality or authenticity of any power of attorney.

## **8. NSF, Overdraft, and Linked Accounts**

We are not obligated to honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance and we may only honor and pay an item or transaction presented for payment if your Account is covered by Optional NSF Service for Deposit Accounts, Optional Overdraft Service for Debit Card Transactions, or by the Available Balance of any linked account (NSF/Overdraft Protection Linked Account Option).

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

A negative balance 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.

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 to an amount not sufficient to pay the authorized pending payment. When the merchant finally posts the authorized pending payment, the authorized pending payment posts as an overdraft because the intervening transactions caused a non-sufficient Available Balance in your Account. If you are opted in to the Optional 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, honored, and paid.

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 honor and pay any item or transaction presented for payment if your Account does not contain a sufficient Available Balance even if your Account is covered by the Optional NSF Service for Deposit Accounts, the Optional Overdraft Services for Debit Card Transactions, or the Available Balance of any linked Account (NSF/Overdraft Protection Linked Account Option).

These services should not be viewed as an encouragement to overspend the Available Balance in your Account. As always, we encourage you to manage your finances responsibly.

#### **a. Optional NSF Service for Deposit Accounts**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, we may honor and pay items and transactions that will overdraw your Account and create a negative balance. You may opt out of this service at any time by oral request, or in writing, but you are responsible for any overdrawn and negative balances, including any fees, at the time of opting out. We may refuse to honor and pay an item or transaction that would overdraw your Account at any time, even though we may have previously honored and paid such items and transactions for you. You may be notified of any items and transactions honored and paid when your Account has a non-sufficient Available Balance. Additionally, you may be notified of items or transactions 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, if we honor and pay the item or transaction you may be charged an NSF fee as disclosed in the Account Disclosure.

Optional NSF Service for Deposit 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 over the phone by calling us at 206-439-5700 or 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

#### **b. Optional Overdraft Service for Debit Card Transactions**

If you maintain your Checking Account in good standing and are not in default or delinquent on any BECU Account, 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 Overdraft Service for Debit Card Transactions 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.

After opting in, 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. NSF/Overdraft Protection Linked Account Options**

Your Checking Account may be linked to 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 (“NSF/Overdraft Protection” or “Linked Account Options”). Transfers from the linked Account may help you avoid paying NSF fees and or Overdraft fees.

Unless the Primary Account Holder advises us differently in writing or in person, transfers or advances for NSF/Overdraft Protection and other charges will be made first by charging the Primary Account Holder’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 and in the terms of the BECU Credit and Security Agreement for each transfer to your Checking Account under these NSF/Overdraft Protection Linked Account Options.

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

All transfers from a linked Line of Credit must be in \$100.00 increments or the amount of credit available, 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 honor and pay items or transactions 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.
- c. Whenever prohibited by the BECU Credit and Security Agreement or any applicable law.

#### **2. Transfers from a Linked Account**

All transfers from your linked Account must be in exact dollar increments. Fees for transfers 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.
- d. We terminate or suspend your Account as provided in the “Termination or Suspension of Account” section.

## **9. 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, cashier's check, or other check, draft, or similar 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. 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.

## **10. Lost Items; Collection Agent Only; Charge Backs**

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, are returned unpaid or are uncollectible for any other reason. Further, if your items are lost in the collection process, returned to us as unpaid, or are uncollectible for any other reason, you authorize us to charge back the amount of the item to your Account and if you previously closed your Account you authorize us to reopen your Account to process the charge back. You waive notice of dishonor on any item charged back to the Account. Such a chargeback may cause a negative balance in the Account.

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

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 a sufficient Available Balance 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.



## **12. Notice and Opportunity to Address Your Concern**

You will not commence any action (as either an individual litigant or a member of a class) against BECU relating to your Account (including statutory, common law, or other claims) or alleging that BECU has breached any provision of this Account Agreement or any duty owed to you, until you have provided written notice to BECU of your concern and at least 60 days have been provided to BECU to address your concern. You shall provide written notice to BECU by using the email address or the postal address below and notice will be considered given when BECU actually receives the notice:

BECUNoticeandOpportunitytoAddress@becu.org

-or-

BECU Notice and Opportunity to Address  
Legal Department  
P.O. Box 97050  
Seattle, WA 98124-9750

## **13. 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 Account Holder or Joint Account Holder. We may apply the funds on which we have a lien to pay off any indebtedness of any Primary Account Holder 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.

## **14. 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.

## **15. Notices**

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

You will 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 Account Holder 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 Account Holder 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 Account Holder are binding on all Account Holders even though not received by all Account Holders. The Primary Account Holder, 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. 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 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.

### **16. 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.

### **17. Periodic Statements**

The Primary Account Holder will receive a periodic statement of 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 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 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 30 days of the statement mailing date.

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

At any time and without notice we may suspend or terminate your Account or remove you from any Account on which you are an Authorized Signer or a Joint Account Holder or may require you to close your 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 devices are lost or stolen;
- e. There is an unacceptable number of NSF/Overdrafts in the Account not covered by NSF/Overdraft Protection and the Available Balance in any linked Account;
- 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;
- i. We determine that any Account Holder or Authorized Signer is participating in a restricted industry identified by BECU;
- j. We have reason to believe you have violated or will violate the terms of our Code of Conduct as published on our website; or

If we remove you from any other Account (including any business account) on which you are a Primary Account Holder, Joint Account Holder, or Authorized Signer or business owner. Suspensions may take the form of a temporary or permanent “hold” or “freeze” on your Account at our discretion without prior notice to you. 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 suspended, terminated, or closed. If we terminate or close your Account, we will mail to the Primary Account Holder all funds in the Account, less any obligations owed to BECU by any Account Holder and we may prevent you from opening new accounts or from acting as a Primary Account Holder, Joint Account Holder, or Authorized Signer on any accounts (including business accounts) at any time in the future. You shall use all Accounts only in compliance with applicable law and shall conduct your interactions with us in accordance with our Code of Conduct.

### **19. 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.

### **20. Inactive and Abandoned Accounts**

If for a prolonged period of time you fail to make an initial deposit to your Account, we reserve the right to close your Account without notice to you. If for a period of 12 months on a Checking Account or a period of 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 terminate or close the Account or charge an Inactive Account service fee as set forth in the Consumer Account Disclosure. If your Inactive Account remains open we, may cease to pay interest on the Inactive Account unless otherwise required by applicable law. We will notify you at the last address of the Primary Account Holder shown on our account records before imposing any fee. Accounts will continue to incur any monthly maintenance or other applicable fees until terminated or closed. You hereby authorize us to transfer funds from the Available Balance from any of your Accounts 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.

### **21. Account Holder’s Death**

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 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 10 days unless we receive instructions from an authorized individual to stop payment on the checks or other items. 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 Account Holder on a Personal Account, or on a JWRS, or on a JWORS, 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).

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.

## **22. Fees, Charges, and Your Liability**

You are obligated to pay BECU the fees and charges set forth in the Consumer Account Disclosure or otherwise disclosed by BECU from time to time. We may deduct all fees and charges from any of your Accounts without prior notice.

You are liable for any expenses, 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 your Accounts. We may deduct such expenses, losses, damages, or costs, including attorney fees (whether or not suit is brought), court costs, and other costs of litigation from any of your Accounts without prior notice.

You are liable for BECU's costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

## **23. Indemnity**

You shall indemnify defend and hold us harmless against any third party claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly related to your Accounts.

## **24. 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.

## **25. 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.

## **26. Governing Law; Jurisdiction; Bylaws**

Your Accounts and this Account Agreement are governed by the laws of the state of Washington and to the extent applicable by federal laws of the United States. Any disputes regarding the Account Agreements must be brought in and are subject to the exclusive jurisdiction of any state or federal court in King County, Washington. You acknowledge that you are subject to our bylaws, as amended from time to time.

## **27. Arbitration**

To the extent permitted by law and excepting matters appropriately handled in small claims court, you and BECU agree that any dispute relating in any way to your Account will be resolved by arbitration as discussed below, and not through litigation in any court.

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

### **What claims or disputes are subject to arbitration?**

Any claim or dispute relating in any way to your Account, even after your Account is terminated or closed, will be resolved by arbitration, rather than in court. Any claims or disputes arising from or relating to this Account Agreement, any prior agreement between us relating to your Account, or the advertising, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. A claim includes disputes about the validity, enforceability, or scope of this Arbitration section. You and BECU agree that any issues as to arbitrability are delegated for resolution by the arbitrator. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

The following claims or disputes, even if otherwise encompassed by this Arbitration section, will not be subject to arbitration:

1. Claims asserted in small claims courts, if the claims qualify for such adjudication, remain in small claims court, and proceed on an individual (not class or representative) basis;
2. Claims or disputes associated with BECU's enforcement of any loan agreement, such as a foreclosure action or debt collection lawsuit;
3. Claims associated with any credit or loan products you may have with BECU, including a BECU credit card or personal loan. See your agreements with BECU associated with these products for further details;

4. Claims that applicable law provides cannot be subject to arbitration, such as a covered transaction under the Military Lending Act if you are on active duty military service or a spouse or dependent of a person who is on active duty military service, or a dispute arising from a consumer credit transaction secured by a dwelling, like a mortgage or HELOC; or
5. Collections claims made by BECU related to any charged-off Account.

## **CLASS ACTIONS AND REPRESENTATIVE ACTIONS**

CLAIMS IN ARBITRATION WILL PROCEED ON AN INDIVIDUAL BASIS, ON BEHALF OF THE NAMED PARTIES ONLY.

YOU AND BECU AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE JOINT ACCOUNT HOLDERS ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR
4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION.

No arbitrator shall have authority to entertain any claim or dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to any claim or dispute, or any portion of any claim or dispute, then the arbitration requirements above will be inapplicable to the claim or dispute, or to the challenged portion of the claim or dispute, and the claim or dispute (or challenged portion of the claim or dispute) will instead be handled through litigation in court rather than by arbitration, with any remaining claims or portions of claims subject to arbitration to proceed to conclusion before litigation of the claim or dispute or challenged portion of the claim or dispute commences in court. However, if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, this Arbitration section as a whole will be unenforceable.

### **Does arbitration apply to claims and disputes involving third parties?**

Arbitration applies whenever there is a claim or dispute between you and BECU. If a third party is also involved in a claim or dispute between you and BECU, then the claim or dispute will be decided with respect to the third party in arbitration as well, and the third party must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. The arbitration may not be consolidated with any other arbitration proceeding.

### **How does arbitration work?**

The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules (see also below, "Who will pay for costs?"). If there is a conflict between AAA's rules and procedures and this Arbitration section and/or anything else in this Account Agreements, this Arbitration section and this Account Agreements will control. In the event that AAA is unable to handle the claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure.

The arbitrator will decide the claim or dispute in accordance with all applicable law, including recognized principles of equity and statutes of limitations, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law. A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator's authority is limited to the claims or disputes between you and BECU except to the extent that your individual relief affects others.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Account Agreement as a court would. The



arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrators. The panel will reconsider all factual and legal issues, following the same rules of procedure, and will make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

### **Who will pay for costs?**

BECU will pay any costs that are required to be paid by BECU under the arbitration administrator's rules of procedure and applicable law. If you consider that you are unable to afford any fees that the arbitration administrator's rules would require you to pay, you may request that BECU pay or reimburse them, and BECU will consider your request in good faith.

### **How do I file an arbitration claim?**

To begin an arbitration proceeding, you must first send a Notice and Opportunity to Address your Concern. You may then initiate arbitration according to the rules and forms required by AAA. Arbitration hearings will take place in the federal judicial district that includes your address at the time the claim is filed unless you and BECU agree to a different place.

### **28. 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 a.m.-6:30 p.m.), 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 p.m., 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 p.m., 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 p.m. on a business day, that day will be the day of your deposit. If you make your deposit after 3 p.m. 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 p.m. on a business day, that day will be the day of your deposit. If you make your deposit after 7 p.m. 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.

Any deposited check, cashier's check, draft, or money order that is drawn on a bank outside of the U.S or is issued in any currency other than U.S. dollars (Foreign Item) is exempt from this Funds Availability Policy. Availability of funds from deposited Foreign Items will be delayed for the time it takes us to collect the funds from the paying financial institution and may take anywhere from several weeks to several months before such deposits will be made available to you.

### **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. You may be charged a fee for engaging in any of the services offered and may be charged multiple fees during the ATM visit.

#### **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. When you are issued a new Debit Card, your new Debit Card details and information may be provided to those merchants via Mastercard's Automatic Billing Updater (ABU).

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 5 to 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 post to your Account when there is a non-sufficient Available Balance, you may be charged NSF Fees. 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 and Mobile Banking are services that allow you to access your Account electronically via the internet to do tasks such as the following:

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

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. The actual daily ATM and POS cash withdrawal limit will be disclosed at Account opening and also disclosed any time these limits change.

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

The maximum combined amount of Debit Card purchases through POS-based transactions is at least \$1,500 per day. This includes combinations of Savings, Checking, and Money Market withdrawals. The actual daily POS purchase transaction limit will be disclosed at Account opening and 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. 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. Electronic Funds Transfer Fees**

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 (c) are disclosed on the Consumer Account Disclosure, or other applicable agreements between you and BECU and are incorporated in this Agreement by this reference.

### **a. 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.

### **b. Stop Payment**

You may request us to place a stop-payment order on a preauthorized electronic funds transfer by notifying us at least three business days before the scheduled date of the transfer. You may:

**Call us at:**

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

**BECU phone business hours:**

Monday-Friday, 7 a.m.-7 p.m. Pacific Time  
Saturday, 9 a.m.-1 p.m. Pacific Time

**Write us at:**

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

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 non-recurring POS transactions or other ATM or one-time Debit Card transaction.

### **c. Foreign Transactions**

A “Foreign Transaction” is any card purchase, web initiated transaction, or ATM or POS transaction (1) made in a foreign currency or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If at the time of your Foreign 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 Foreign 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 Foreign Transaction amount. This fee is shown on your account statement as part of the Foreign Transaction amount. BECU will refund the Mastercard/Plus currency conversion fee within three (3) business days of the posted Foreign 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 Foreign Transaction. Paying the refund 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**

Monday-Friday, 7 a.m.-7 p.m. Pacific Time  
Saturday, 9 a.m.-1 p.m. Pacific Time

### **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 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 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 as soon as you can in person, by telephone, or via correspondence, using the telephone number and address given above. We must hear from you no later than 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 10 business days. We will investigate your notice of error and determine whether an error occurred within 10 business days after we hear from you. We will provide you with the results of our investigation within 3 business days after completing our investigation. We will correct any error within 1 business day after determining that an error occurred. If we need more time, however, we may take up to 45 days to investigate your complaint or question.

If we decide to do this, we will provisionally credit your Account within 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 10 business days, we may not credit your Account. For errors involving new Accounts, POS, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will send you a written explanation within 3 business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation and 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**

Monday-Friday, 7 a.m.-7 p.m. Pacific Time  
Saturday, 9 a.m.-1 p.m. Pacific Time

##### **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

Generally you are responsible for all transfers you authorize using your ATM or Debit Card, PIN, credentials, or authorization codes to access your Accounts under this Agreement. If a card holder permits other persons to use an ATM or Debit Card, PIN, credentials or authorization codes linked to your Accounts, you are responsible for any transactions authorized or conducted by the persons using the ATM or Debit Card, PIN, credentials or authorization codes. But tell us IMMEDIATELY if you believe that anyone has used your card, PIN, credentials or authorization codes, if an electronic funds transfer has been made without your permission using information from your check 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, and in any linked account including your maximum available credit in any linked Line of Credit.

If you tell us within 2 business days after you learn of the unauthorized use of your ATM or Debit Card, PIN, credentials or authorization codes, you can lose no more than \$50 if someone used your ATM or Debit Card, PIN, credentials or authorization codes without your permission. If you do NOT tell us within 2 business days after you learn of the unauthorized use of your ATM or Debit Card, PIN, credentials or authorization codes, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by ATM or Debit Card, PIN, credentials, or authorization codes, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**8. Mastercard Zero Liability**

If you promptly notify us of your lost or stolen Mastercard branded card, you may not be liable for any losses if you can demonstrate that you have exercised reasonable care in protecting your card from risk of loss or theft. Mastercard Zero Liability applies to your purchases made in the store, over the telephone, online, or via a mobile device and ATM transactions.

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

If we do not complete a transfer to or from your Accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages up to the amount of the transfer. But there are some exceptions. We will not be liable, for instance, if:

- a. Through no fault of ours, you do not have sufficient Available Funds in your Account to make the transfer.
- b. The transfer exceeds the sufficient Available Balance in any linked account including the limit on any linked Line of Credit or Home Equity Line of Credit.
- c. The ATM where you are making the transaction does not have enough cash.
- d. The terminal does not work properly and you knew about the breakdown when you started the transfer.
- e. Circumstances beyond our control (such as natural disasters, acts of God, or war) prevent the transaction, despite reasonable precautions we have taken.
- f. The error is caused by a system of an affiliated network and/or business partner or other machine or facilities that we may designate. There may be other exceptions stated in our agreement(s) with you.
- g. Any other financial institution or any other merchant or business refuses to honor your ATM or debit card.

**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 ACH transactions and wire transfers that you ask us to make from your Accounts or you 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 and debits from 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 and debits from 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 a different account if you submit a wire request. 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 account holder different from the named financial institution or account holder.

#### **8. Interest Rate**

You agree that if we are obligated to pay you interest under laws governing funds transfers, the rate of interest to be paid is the rate of 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, a text, or email to contact information we have on file or a request for personal photo identification (such as a driver's license) or some other industry standard procedure. Your use of our 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.

FEDERALLY INSURED BY THE NCUA  
BECU 6514 May 2023

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**becu.org**

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