# Manage NSF/Overdraft Linked Account Options

Use this form to set up, modify, or remove NSF/Overdraft Linked Account Options for your checking or money market accounts. If on any day the available balance in your account is not sufficient to cover items presented for payment, NSF/Overdraft Linked Account Options authorize BECU to make an advance from a linked personal line of credit or a transfer from a money market or savings account.

- Use this form to change the priority order of accounts from which funds will be accessed.
- HELOC, Equity Advantage, or credit card accounts may not be used as linked accounts.
- Business and fiduciary accounts may not be linked with personal accounts.
- You must be the primary account holder for the checking or money market account and linked account(s). You must be the primary or co-borrower on the linked personal line of credit.

**Please allow 10 business days to process your request upon BECU's receipt.**

## Step 1. Account holder information

| **Primary Account Holder Full Name** | **SSN/TIN** (9 digits) |
|---|---|
| | |

## Step 2. What would you like to do?

◯ Set up NSF/Overdraft Protection Linked Account options

◯ Modify NSF/Overdraft Protection Linked Account options
Changes will replace current designations.

◯ Remove NSF/Overdraft Protection Linked Account options
Note: If you have a personal line of credit, it must remain linked to at least one of your checking or money market accounts. It can be removed from this account only if it is linked to another account. See the *BECU Credit and Security Agreement* for more information.

## Step 3. Which account do you want to update?

Please submit a separate form for each checking or money market account you want to update.

**Account Number** (10 digits) _____

## Step 4. Set priority order for linked accounts

Indicate which account(s) to use as linked accounts for the above indicated account and the order in which you would like the accounts to be accessed. These settings replace any current settings.

A money market account cannot be used as a linked account for another money market account.

If you have a personal line of credit, it must remain linked to at least one of your checking or money market accounts. It is not required to be linked to all your accounts.

**Account Number 1** _____ ◯ Savings ◯ Money Market ◯ Line of Credit

**Account Number 2** _____ ◯ Savings ◯ Money Market ◯ Line of Credit

**Account Number 3** _____ ◯ Savings ◯ Money Market ◯ Line of Credit

## Step 5. Acknowledgment and consent

By signing below, I certify that the information I have given on this form is complete, true, and submitted for the purpose selected above. I understand that BECU will rely on such information in BECU's dealings with me. Further, I certify that I have received, read, understood, and agree to all of the terms and conditions contained in the following Boeing Employees' Credit Union agreements and disclosures, all as amended to date and all of which I will retain for my records:

- BECU Consumer Account Disclosure
- BECU Privacy Notice
- BECU Account Agreements
- BECU Credit and Security Agreement

| **Primary Account Holder Signature** | **Date** (mm/dd/yyyy) |
|---|---|
| | |

If form is not submitted electronically, please return completed and signed form to:
BECU
M/S: 1094-2
PO Box 97050
Seattle, WA 98124-9750

## BECU only

| **Employee Name** | **Location Name** | **Date** (mm/dd/yyyy) |
|---|---|---|
| | | |

| **ID Verified** | **Primary Person Number** |
|---|---|
| ☐ | |

# BECU CONSUMER ACCOUNT DISCLOSURE

Boeing Employees' Credit Union (BECU) is one of the nation's leading not-for-profit credit unions. We are committed to offering better rates, fewer fees and more affordable financial services. Learn more about BECU membership at **becu.org.**

The following deposit product information is applicable to consumer accounts at BECU as of the effective date shown below. BECU may add to or change the rates and fees contained in this schedule from time to time. Each Primary Account Holder, Joint Account Holder, Authorized Signer, and authorized user of the account agrees to the terms and conditions in the BECU Consumer Account Disclosure and acknowledges that it is a part of the Account Agreements.

**Rate Schedule Effective November 3, 2026**

## Member Savings & Checking

| | Balance Requirement | Dividend or Interest Rate (%) | Annual Percentage Yield (APY) (%) |
|---|---|---|---|
| **Member Advantage Savings*** | $0.00 to $500.00 | 5.00 | 5.12 |
| | $500.01+ | 0.20 | 0.20 |
| **Member Advantage Checking** | $0.00 to $500.00 | 3.00 | 3.04 |
| | $500.01+ | 0.10 | 0.10 |
| **Early Saver** (under age 18)* | $0.00 to $500.00 | 5.00 | 5.12 |
| | $500.01+ | 0.20 | 0.20 |
| **Member Share Savings*** | | 0.20 | 0.20 |
| **Savings** | | 0.20 | 0.20 |
| **Checking** | | 0.05 | 0.05 |
| **Variable IRA Savings** | | 0.20 | 0.20 |
| **Health Savings Account (HSA)** Only Available to BECU & IDX Employees | | 0.50 | 0.50 |
| **Member Advantage Money Market** | $0.00 to $9,999.99 | 0.35 | 0.35 |
| | $10,000 to $24,999.99 | 2.00 | 2.02 |
| | $25,000 to $49,999.99 | 2.30 | 2.32 |
| | $50,000 to $99,999.99 | 2.35 | 2.38 |
| | $100,000 to $249,999.99 | 2.45 | 2.48 |
| | $250,000 to $499,999.99 | 2.55 | 2.58 |
| | $500,000+ | 2.70 | 2.73 |
| **Money Market** | $0.00 to $9,999.99 | 0.25 | 0.25 |
| | $10,000 to $24,999.99 | 0.25 | 0.25 |
| | $25,000 to $49,999.99 | 0.25 | 0.25 |
| | $50,000 to $99,999.99 | 0.25 | 0.25 |
| | $100,000 to $249,999.99 | 0.25 | 0.25 |
| | $250,000 to $499,999.99 | 0.25 | 0.25 |
| | $500,000+ | 0.25 | 0.25 |

## Certificate of Deposit (CD)

| | $500 – $49,999.99 | | | | $50,000 – $99,999.99 | | | | $100,000+ | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | w/ Member Advantage | | | | w/ Member Advantage | | | | w/ Member Advantage | |
| **Range or Term** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** |
| 3 – 5 month | 1.39 | 1.40 | 1.98 | 2.00 | 1.39 | 1.40 | 1.98 | 2.00 | 1.39 | 1.40 | 1.98 | 2.00 |
| 6 – 11 month | 1.49 | 1.50 | 1.98 | 2.00 | 1.49 | 1.50 | 1.98 | 2.00 | 1.49 | 1.50 | 1.98 | 2.00 |
| 12 – 17 month | 2.23 | 2.25 | 3.69 | 3.75 | 2.23 | 2.25 | 3.69 | 3.75 | 2.23 | 2.25 | 3.98 | 4.05 |
| 18 – 23 month | 1.79 | 1.80 | 2.28 | 2.30 | 1.79 | 1.80 | 2.28 | 2.30 | 1.79 | 1.80 | 2.28 | 2.30 |
| 24 – 35 month | 1.74 | 1.75 | 2.23 | 2.25 | 1.74 | 1.75 | 2.23 | 2.25 | 1.74 | 1.75 | 2.23 | 2.25 |
| 36 – 47 month | 1.44 | 1.45 | 1.93 | 1.95 | 1.44 | 1.45 | 1.93 | 1.95 | 1.44 | 1.45 | 1.93 | 1.95 |
| 48 – 59 month | 1.19 | 1.20 | 1.69 | 1.70 | 1.19 | 1.20 | 1.69 | 1.70 | 1.19 | 1.20 | 1.69 | 1.70 |
| 60 month | 1.14 | 1.15 | 1.64 | 1.65 | 1.14 | 1.15 | 1.64 | 1.65 | 1.14 | 1.15 | 1.64 | 1.65 |
| 12 month bump | 1.79 | 1.80 | 2.28 | 2.30 | 1.79 | 1.80 | 2.28 | 2.30 | 1.79 | 1.80 | 2.28 | 2.30 |
| 24 month bump | 1.69 | 1.70 | 2.18 | 2.20 | 1.74 | 1.75 | 2.23 | 2.25 | 1.74 | 1.75 | 2.23 | 2.25 |

## IRA Certificate of Deposit (CD)

| | $500 – $49,999.99 | | | | $50,000 – $99,999.99 | | | | $100,000 + | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | w/ Member Advantage | | | | w/ Member Advantage | | | | w/ Member Advantage | |
| **Range or Term** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** | **Rate (%)** | **APY (%)** |
| 12 month IRA | 1.83 | 1.85 | 2.33 | 2.35 | 1.83 | 1.85 | 2.33 | 2.35 | 1.83 | 1.85 | 2.33 | 2.35 |
| 12 month bump IRA | 1.83 | 1.85 | 2.33 | 2.35 | 1.83 | 1.85 | 2.33 | 2.35 | 1.83 | 1.85 | 2.33 | 2.35 |
| 18 month IRA | 1.88 | 1.90 | 2.37 | 2.40 | 1.88 | 1.90 | 2.37 | 2.40 | 1.88 | 1.90 | 2.37 | 2.40 |
| 24 month IRA | 1.59 | 1.60 | 2.08 | 2.10 | 1.59 | 1.60 | 2.08 | 2.10 | 1.59 | 1.60 | 2.08 | 2.10 |
| 24 month bump IRA | 1.59 | 1.60 | 2.08 | 2.10 | 1.59 | 1.60 | 2.08 | 2.10 | 1.59 | 1.60 | 2.08 | 2.10 |
| 36 month IRA | 1.44 | 1.45 | 1.93 | 1.95 | 1.44 | 1.45 | 1.93 | 1.95 | 1.44 | 1.45 | 1.93 | 1.95 |
| 48 month IRA | 1.19 | 1.20 | 1.69 | 1.70 | 1.19 | 1.20 | 1.69 | 1.70 | 1.19 | 1.20 | 1.69 | 1.70 |
| 60 month IRA | 1.14 | 1.15 | 1.64 | 1.65 | 1.14 | 1.15 | 1.64 | 1.65 | 1.14 | 1.15 | 1.64 | 1.65 |

*Establishing membership requires a Member Advantage Savings, an Early Saver, or a Member Share Savings account to be opened and maintained.

## Fee Schedule

As a not-for-profit credit union, we are committed to offering fewer-to-no fees.

**Non-Sufficient Funds (NSF) Fees****

| | |
|---|---|
| NSF Fee | $10.00 per transaction for which the Available Balance is not sufficient to honor checks and/or ACH transactions (including digital payments) and the item or transaction is honored or posted to your account |
| NSF Fee – Uncollected | $10.00 per transaction for which deposited funds are uncollected (on hold) and the Available Balance is not sufficient to honor checks and/or ACH transactions (including digital payments) and the item or transaction is honored or posted to your account |

**** A daily cap of up to five NSF Fees will be charged, and a daily cap of up to five NSF Fees – Uncollected fees will be charged.**

| | | | |
|---|---|---|---|
| **Cashier's Check Fee** | $6.00 for each check | **Stop Payment Fee** | $25.00 per order |
| **Wire Transfer Fee** | $25.00 per Domestic outgoing wire transfer<br>$35.00 per International outgoing wire transfer<br>$0.00 per Domestic or International incoming wires | | |

## Truth in Savings Disclosure

**Rate Information**
The interest rate, dividend rate, and APY on your accounts are shown on page one. Dividend rates and APY are variable and may change after the account is opened as determined by BECU, however the interest rate and APY are fixed for CD and IRA Certificates and will be in effect for the term of the account. The APY is based on an assumption that interest/dividends will remain on deposit for one year or until maturity.

**Nature of Dividends**
Dividends are paid from current income and available earnings after required transfers to reserves at the end of your statement cycle. The dividend rates shown on page one are as of the last dividend declaration date. The account serving as the Member Share account earns dividends.

**Compounding and Crediting**
Interest and dividends will be compounded and credited monthly per statement cycle for all applicable deposit accounts.

**Accrual of Interest and Dividends**
Interest and dividends will begin to accrue on deposits when funds are posted to applicable accounts. For CDs, you may elect at account opening to have accrued interest transferred to a Savings or Checking account. This election will continue unless you notify us otherwise.

**Balance Information**
The minimum balance required to open an account is stated on page one for applicable accounts. Checking accounts opened online may require a minimum opening deposit of $10. Savings or money market accounts opened online may require a $5 minimum opening deposit. Interest and dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day based on a 365-day year (366-day year during a leap year if the account was opened prior to February 29th).

**Zero Dividend Accounts**
No interest or dividends will be paid to any zero dividend account; regardless of any terms or conditions provided for by BECU. If or any reason whatsoever interest or dividends are paid to a zero dividend account, BECU may remove such interest or dividends without notice to you.

**Member Advantage Accounts**
Limit one Member Advantage Savings (MAS) and one Member Advantage Checking (MAC) account per person. May have multiple Member Advantage CDs and Money Market with Member Advantage (MMMA) accounts.

Open a MAS and MAC account, sign up for free monthly eStatements and make a monetary transaction each month using at least one of the following services:
- Debit MasterCard - make purchases online, over the phone or in person,
- Online or Telephone Banking – make BECU loan or credit card payments or transfer funds between BECU accounts, or
- Direct Deposit – setup a recurring monthly deposit into your BECU Checking account from your paycheck or other monthly income.

In the event that you do not satisfy the requirements above, your MAS, MAC, and MMMA accounts will be converted to Member Share Savings, Checking, and Money Market accounts respectively, thus earning rates applicable to such accounts.
**Note** – Member Advantage Accounts are only available to members 18 and over.

**Early Saver**
Limit one Early Saver Account per person. Requires you to be younger than 18 years old. Upon reaching 18 years of age, your Early Saver account will be converted to a Member Share Savings account, thus earning rates applicable to such account.

## CD and IRA Certificate Account Information

**Balance Information**
Required minimum $500.00 opening balance but may be $100 if the Add-To feature as described below is established.

**Maturity**
Your CD and IRA Certificate accounts will mature within the term shown on page one or the maturity date shown on your monthly statement.

**Early Withdrawal Penalty**
We may impose a penalty if you withdraw any of the principal before the maturity date.

**Amount of Penalty**
For CD and IRA Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account* and is applied to the amount of principal withdrawn.
The penalty schedule is as follows:
- Terms up to and including 12 months: 30 days interest
- Terms greater than 12 months: 90 days interest

*12 Month Term equals 365 days

**How the Penalty Works**
The penalty is calculated as a forfeiture of part or all of the interest and may include principal.

**Exceptions to Early Withdrawal Penalties**
At our sole discretion, we may allow early withdrawals before maturity without imposing an early withdrawal penalty if any of the following circumstances exist:
- The death of the CD holder.
- The CD holder is declared legally incompetent by a court.

In addition, for IRA CDs
- If the IRA CD owner attains age 59 1/2 or is disabled (as defined in 26 U.S.C. 72(m)(7)) and the funds are taken as an IRS-reportable distribution. You will need to contact BECU and speak with a representative to have the early withdrawal penalty waived after notifying us that the withdrawal was an IRS-reportable distribution.
- A Direct IRA to IRA transfer from a Variable IRA Savings, or conversion of an IRA account within BECU.
- **Note** – CD accounts may not be pledged, are nontransferable and non-assignable, except as collateral for a loan at BECU.

**Renewal Policy**
CD accounts will automatically renew for the same term at the interest rate in effect on the maturity date. A notice will be sent to you at least 30 days prior to maturity. You will have a grace period of seven calendar days after the maturity date to select a different term, or withdraw the funds in the CD or IRA account without being charged the disclosed BECU early withdrawal penalty (withdrawals made from an IRA CD may be subject to IRS tax penalties).

**Bump Feature**
If you have a CD account with a bump feature, you may at any time during the term of your CD, request that we raise your rate to the current BECU published rate for the equivalent term Bump CD. You will then earn that higher rate for the remainder of the term. You may only exercise this feature one time during the term of the CD. Promotional rates made available in special offers are excluded.

**Add-To Feature**
At account opening, or during the renewal seven calendar day grace period **only**, you may establish a pre-authorized automatic recurring transfer to your CD not to exceed a total of $1,000 per month. The transfer amount cannot be increased during the term of your CD; however, it can be reduced or discontinued at any time. Qualifying transfer amounts added to your CD will earn your CD's current rate. The preauthorized recurring transfer feature will be canceled if a withdrawal of principal is made during the term of the CD. Additional deposits to the CD outside the parameters of the "Add-To" feature described above are not allowed; any such funds received will be deposited into the Member's Share Savings Account.

# PRIVACY NOTICE

| What Does Boeing Employees' Credit Union (BECU) Do With Your Personal Information? | |
|---|---|
| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include:<br>• Social Security number and income<br>• Credit history and payment history<br>• Account balances and employment information<br>When you are *no longer* our member, we continue to share your information as described in this notice. |
| How? | All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons BECU chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information | Does BECU share? | Can you limit this sharing? |
|---|---|---|
| **For our everyday business purposes—** such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| **For our marketing purposes—** to offer our products and services to you | Yes | No |
| **For joint marketing with other financial companies** | Yes | No |
| **For our affiliates' everyday business purposes—** information about your transactions and experiences | No | We don't share |
| **For our affiliates' everyday business purposes—** information about your creditworthiness | No | We don't share |
| **For nonaffiliates to market to you** | No | We don't share |

| | |
|---|---|
| **Questions?** | Call 800-233-2328 or go to becu.org |
| **Who We Are** | |
| **Who is providing this notice?** | Boeing Employees' Credit Union (BECU) |
| **What We Do** | |
| **How does BECU protect my personal information?** | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law.These measures include computer safeguards and secured files and buildings. |
| **How does BECU collect my personal information?** | We collect your personal information, for example, when you<br>• Open an account or deposit money or make withdrawals<br>• Pay your bills or apply for a loan<br>• Use your credit card or debit card<br>We also collect your personal information from others, such as credit bureaus or other companies. |
| **Why can't I limit all sharing?** | Federal law gives you the right to limit only<br>• Sharing for affiliates' everyday business purposes—information about your creditworthiness<br>• Affiliates from using your information to market to you<br>• Sharing for nonaffiliates to market to you<br>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. |

# PRIVACY NOTICE

| Definitions | |
|---|---|
| **Affiliates** | Companies related by common ownership or control. They can be financial and nonfinancial companies. |
| **Nonaffiliates** | Companies not related by common ownership or control. They can be financial and nonfinancial companies. |
| **Joint marketing** | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. |

## Other Important Information

For California residents: We will not share your personal information with our joint marketing partners without first giving you additional privacy choices.

For Vermont residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning our privacy policies can be found at becu.org or call 800-233-2328.

# ACCOUNT AGREEMENTS

**This Booklet Contains:**

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

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## Effective October 2026

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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 established primarily for personal, family, or household purposes.

**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 $275 of your $7000 check you deposit to your checking Account, that $275 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. Examples of Share Accounts include Member Share Savings, Member Advantage Savings, Zero Dividend Member Share Savings, and Early Saver.

**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;

**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). A Joint Account Holder may remove themselves from a Joint Account, however, BECU must first obtain the Primary Account Holder's signature on a BECU signature card or other required form before a Joint Account Holder can be removed from an account. The Joint Account Holder will stay on the account until the Primary Account Holder signs the required form.

**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 Savings Accounts, 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, 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 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
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, and restrictions, rates and fees are set forth in the Consumer Account Disclosures.

**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, 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.

   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, 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. 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.

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.

**10. 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.

**11. 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.

If we or you close your Account, we have no obligation to accept or settle deposits or pay outstanding checks or other items presented for payment. However, we may receive a debit or transfer instruction that we are required to accept and settle because of contractual obligations, card network or NACHA rules including but not limited to debit card transactions, ACH transactions, bill pay or Zelle® transactions, and checks you deposited that were returned unpaid, in which case we will reopen your Account for purposes of accepting and settling the debits and transfer instructions. This means that we may reopen your Account at any time to deduct from your Account the amount of any debits or transfer instructions that we receive that we are obligated to accept and settle even if doing so creates a negative balance in your Account. We will close your Account after we settle the debit or transfer instruction. BECU's Account Agreements and all other terms and conditions regarding your Account govern your Account when it is reopened and after your Account is closed. You agree to immediately pay all amounts you owe us including but not limited to the negative balance in your Account, any fees, costs, and expenses incurred while collecting or attempting to collect such amount from you. You agree that we may report information about your Account to credit bureaus as it may show up on your credit report as unpaid debt.

**12. 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.

**13. 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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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, including but not limited to using your Accounts for business purposes or anything other than personal and household use;

**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

**k.** 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. Waiver**

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

**26. Severability**

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

**27. Governing Law; 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.

**28. 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 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.

**29. Credit Report Direct Disputes**

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

BECU

Credit Reporting Disputes Mailstop 1082-1

P.O. Box 97050

Seattle, WA 98124

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

- **a.** Sufficient information to identify the Account or relationship that is in dispute, including the Account number and your name, address, and date of birth;
- **b.** Specific information that you are disputing and an explanation of the basis for the dispute; and
- **c.** All supporting documentation or other information reasonably required to substantiate the basis of your dispute (e.g., a copy of the consumer report containing the allegedly inaccurate information, a police report, affidavits, court order, or Account statements).

## II. FUNDS AVAILABILITY POLICY

### 1. Your Ability to Withdraw Funds

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

Funds deposited by use of Mobile Banking, Online Banking, an ATM displaying only our “BECU” logo and no other 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 (with a non-BECU logo on the machine, and with or without a BECU logo) 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 make a deposit at a BECU-owned ATM (displaying only our “BECU” logo and no other 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 (with a non-BECU logo on the machine, and with or without a BECU logo), 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 a 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.

If the Foreign Item you deposited is returned unpaid for any reason, we will deduct from your Accounts the amount of the Foreign Item plus any charges and fees associated with the Foreign Item regardless of who assessed the charges and fees. We will use the applicable exchange rate in effect at the time of the return, which may be different from the exchange rate originally used at the time of deposit.

### 3. Same-Day Availability

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

### 4. Next-Day Availability

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

- Cash.

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

If you do not make your deposit in person to one of our tellers (for example, if you mail the deposit), funds from these deposits will generally be available on or before the second business day after the day we receive your deposit.

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

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

**5. Other Check Deposits**

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

At least the first $275 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, $275 of the deposit is available on or before Tuesday. The remaining $425 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 $6,725 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 $6,725 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 $6,725 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 $6,725 will generally be available on or before the second business day after the day of your deposit.

The first $6,725 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 $6,725 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 to7 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. If you follow these instructions and we are unable to stop the authorized 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 fort any special, consequential, or punitive damages.

**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 (during BECU phone business hours), 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;

Call us during business hours if you believe:

**a.** A transfer has been made using the information from your checks without your permission; or

**b.** 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 to report lost or stolen cards.

**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 form 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 at 206-439-5700 or Toll-free at 800-233-2328 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 OCTOBER 2026

800-233-2328
**becu.org**

**PO Box 97050, Seattle, WA 98124-9750**

# BECU CREDIT AND SECURITY AGREEMENT

Personal Line of Credit and Credit Card Agreement, Disclosures, and Billing Rights Statement

**Effective October 2025**

PO Box 97050, Seattle WA 98124-9750 or toll-free 800-233-2328

**KEEP THIS BOOKLET FOR YOUR RECORDS**

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## I. CREDIT AND SECURITY AGREEMENT

## A. PERSONAL LINE OF CREDIT AND CREDIT CARD

This Credit and Security Agreement ("Agreement"), which includes Truth in Lending Act and Fair Credit Billing Disclosures, governs your consumer loan plan ("Plan") with Boeing Employees' Credit Union ("BECU"). Your Plan involves open-end personal line of credit and credit card extensions of credit for personal, family, or household purposes. In this Agreement the words "you," and "your" mean any person who signs in acceptance of the Plan and the words "we," "us," and "our" mean BECU. When you sign as a loan applicant, you agree, jointly and severally with any other person who signs as a loan applicant (thus establishing a "Joint Plan"), to be bound by all the terms and conditions set out in this Credit and Security Agreement, as amended from time to time, in any credit voucher and in any disclosures or statements of terms and conditions accompanying any access devices given with any future credit advances, which shall collectively govern your Plan and are incorporated herein by reference. While you may not have requested or been approved for a particular advance or device under your Plan, you agree that if at any time in the future you request or are approved for any such credit advance or device, your relationship with BECU for that account will be governed by these agreements.

**1. How the Plan Works.** The Plan is an open-end credit plan, including either or both a personal line of credit or credit card. We contemplate that, from time to time, you will use your Plan to borrow money from us ("credit advance"). To borrow under the Plan you must activate each of the Plan's credit accounts individually. You may do this by submitting a credit request as explained below. If your request is approved, we will furnish you with a credit voucher providing information about your credit limit, annual percentage rate, any other applicable fees or charges, and any additional terms and conditions. In this Agreement, the capitalized word "Credit Voucher" means the document titled "Credit Voucher and Opening Disclosures" for a personal line of credit loan ("Line of Credit") or "BECU Visa Credit Voucher and Opening Disclosures" for a Visa® credit card ("Card").

**2. Plan Accounts.** The BECU Consumer Lending Rates and Related Disclosures (the "Disclosures") include important information about the credit extensions and advances we offer (called "accounts" or "loans") and includes the range of rates that may be imposed under the Plan. Certain account transactions under the Plan, such as line of credit advances or credit card transactions, are also subject to additional terms described later in this Agreement that may vary from the general Plan terms set out below.

**In this Agreement, the capitalized word "Loans" means extensions of credit under your Line of Credit and/or Card.**

**3. Account Establishment and Access.** You may submit a credit request in any manner authorized by us. When you sign as a loan applicant on BECU's Master Credit Application, BECU will establish a Plan under which you may, at your option, request to establish personal line of credit and/or credit card accounts. When you have multiple active Plans (for example, a Joint Plan with one co-applicant and another Joint Plan with a different co-applicant) and you make a credit request, it is your responsibility to inform us under which of these Plans to establish your account. From the date of the Plan application, we may require that you update the information you submitted to us when you established your Plan in order for us to evaluate your credit request. If you already have a Line of Credit and you request and qualify for a Credit Card, or if you already have a Credit Card and you request and qualify for a Line of Credit, we will establish a new account under your Plan. We are not required to establish an account under the Plan when you submit a credit request, and we may also refuse an advance request at any time.

**4. Joint Plans.** Each time you submit a credit application for another personal line of credit and/or credit card with a different co-applicant, you request that another Joint Plan be established for you. You understand and agree that while a Joint Plan is in effect, you and the co-applicant of the Joint Plan: (a) has each authorized the other to individually request, authorize, or receive credit advances; (b) has each agreed to be jointly and severally liable for repayment of all amounts owed and for any loans obtained; and (c) has each agreed to all of the loan terms and conditions, even if you did not specifically authorize or request the credit advance or receive any benefit from it. If any one of you does not wish any future loans under the Plan or is unwilling to be personally liable for them, any one of you must write to BECU to terminate the Plan and the termination will be effective as to all of you.

**5. Summary of Joint Plan Consequences.**
After credit approval, each of your joint applicants shall have the right to use any account under a Joint Plan to the full extent of any credit limit set by BECU for the Joint Plan, and you will be liable for all amounts of credit

extended under this account to all of your joint applicants.

**6. Credit Limit.** If we establish a Line of Credit and/or Card account in response to your credit request, we also will establish a credit limit on this account and may establish a separate credit limit on cash advances from this account. You agree not to attempt to obtain more credit than the amount of the applicable credit limit. If you temporarily exceed your credit limit, you understand such credit does not increase your credit limit and you agree to pay us that excess amount and applicable finance charges, immediately. We can increase or decrease either credit limit at our discretion. We will notify you in writing on a Credit Voucher, on your statement, or by separate notice if the amount of either credit limit goes up or down. We may reduce a credit limit, suspend your credit privileges, close your account or Plan or otherwise terminate your ability to use your Plan. We may do this at any time and for any reason, subject to applicable law. Your obligations under this Agreement continue even after we have done this. You may cancel your credit limits established for applicable loans upon written request to BECU. If your account is suspended, you must immediately return any authorized access devices, including credit cards. Any use of an account, access device or service after suspension will be considered fraudulent.

**7. Promise to Pay.** You promise to pay BECU the total of all credit advances on each account (including any credit advances requested by any co-borrower or by any authorized user of a credit card), finance charges, and other amounts set forth in this Agreement and any Credit Voucher on the payment terms set forth below. This includes any requests for payments to a third party or for payment or deposit to your savings or checking account. Payments must be made in U.S. Dollars.

**a. Payment Methods.** You promise to make your periodic payment for Line of Credit accounts under this Agreement by automatic transfer from shares or deposits, and for Card accounts by such automatic transfer or by direct deposit, personal check, draft, electronic funds transfer, or wire transfer. If you pay by automatic transfer, you understand that it is your responsibility to be sure that there are adequate funds in your account to satisfy the payment on the specified date or your loan will become past due. You must make your scheduled payments on loans under this Agreement regardless of the payment method you select to make payments.

**b. Minimum Payment.** You agree that, on or before the due date indicated on your periodic statement, you will pay at least the minimum payment that is required under this Agreement and is specified on the periodic statement. The method of determining this amount is set forth in Section 2.d of Part B below for a Line of Credit and Section 12.b of Part C below for a Credit Card.

**c. Prepayment and Irregular Payments.** You may pay all or part of your loan(s) early, at any time, without paying any penalty. However, payments in excess of your minimum payment will not relieve you of your obligation to make your subsequent minimum payments on the dates when due. Instead of advancing your payment due date, a prepayment or early payment will reduce the principal amounts owing on your account. BECU reserves the right to refuse partial payments. We may accept late payments, partial payments and payments marked “payment in full” that are not sent to the following address without losing our rights under this Agreement. Without losing our rights under this Agreement, we may accept late payments, partial payments and payments marked “payment in full” that are not sent to the address set forth below.

WITH REGARD TO ANY DISPUTED DEBTS, ALL PAYMENTS OF LESS THAN THE AMOUNTS REQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CHECK OR INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT, SHALL BE SENT ONLY TO THE ATTENTION OF:

**Risk Management Representative – Payment on Disputed Account**
BECU
P.O. Box 97050
Seattle, WA 98124-9750

**8. Periodic Statements.** If your account has an outstanding debit or credit balance in excess of $1 at the end of a billing cycle/ statement period, we will send you a statement to the address shown in our records reflecting balances and activity in that account. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

**9. Lien and Security Agreement**
**BECU Lien.** You agree BECU has a lien on all your shares, deposits, and dividends in all joint and individual accounts held by you, now and in the future, to the extent of your obligations to BECU. You agree that BECU’s lien is independent of any security agreement and BECU may enforce its lien in any manner, at any time allowed by applicable law. You agree that you own any shares pledged and that there are no liens against them other than

ours. BECU may, at its sole option, allow you to withdraw a portion of your shares or deposits without affecting its security interest.

**Pledge of Shares, Deposit Accounts and Certificates of Deposit.** By completing and signing the Plan application, you signify your specific intent to pledge to us and to grant us a security interest in all your individual and joint BECU shares, deposit accounts, and certificates of deposit in which you have an interest, now or in the future, as security for all credit advances made under the Plan (including the credit card account). However, this pledge will not apply to retirement or other accounts to the extent that applicable law precludes the pledge of such accounts, or to loans secured by real property or a dwelling. You agree that we need not retain or possess any certificate or evidence of account to enforce our security interest. You authorize us, without further notice to you, to apply the balances in these account(s) to pay any amounts due under the Plan if you default.

**10. Default.** You will be in default under this Agreement if any of the following happens on any account:

**a.** you do not make a payment as required by this Agreement on or before the payment due date;

**b.** you exceed your credit limit without our permission;

**c.** you become subject to bankruptcy, incompetency or insolvency proceedings or you die;

**d.** if we believe (in our sole discretion, subject to applicable law) that there has been an adverse change in your financial condition or any time we reasonably deem ourselves insecure;

**e.** you make any untrue statements or omissions or provide false signatures on any application or financial statement furnished to BECU or fail to provide us financial information we request;

**f.** your payment is dishonored by your financial institution for any reason;

**g.** you violate or fail to comply with any term of this Agreement or any other agreement you have with BECU;

**h.** you default on any loan, account or other obligation that you have with us, including loans which are not part of the Plan, will constitute default under this Agreement, or

**i.** you no longer qualify for BECU membership.

**11. Upon or Following Default.** Upon the occurrence of any event of default under this Agreement, we have the right, subject to applicable law, to terminate or suspend your credit privileges under this Agreement, to require repayment and to change the terms of your account and this Agreement. In requiring repayment, we may demand that you immediately pay the entire unpaid balance of all your loans under your Plan, increase the minimum payments, and/or may apply any loan account payment to any outstanding account balance under the Plan. BECU may start a collection action in the county in which BECU is located or where you reside if you live outside of Washington.

**12. Reformation of Fees, Charges and Other Provisions.** If any fee or charge, or any portion of any fee or charge, including but not limited to a finance charge or method of computing a finance charge, or any other provision of this Agreement, would but for this sentence be unlawful, the language of this Agreement shall be automatically reformed to eliminate any excessive or unlawful portion of such fee or charge and any such unlawful provision. In no event shall the fees charged under this agreement exceed the maximum allowed under applicable state or federal law, nor shall any provision in this Agreement be applied where it would violate any law, including but not limited to the Military Lending Act. If any other provisions of this Agreement or a related agreement are deemed unenforceable or invalid, the remaining provisions will remain in full force and effect.

**13. Voluntary Payment Protection.** We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees monthly to your loan balance and charge you interest on the entire balance. At our option we may change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees may change in the future. If the rate changes, we will provide any notices required by applicable law.

**14. Amendments**

**a. Plan Termination.** You or any co-applicant may terminate your Plan at any time by calling us at 206-439-5700 or, outside Seattle, at 800- 233-2328 or writing us at the address on the first page of this Agreement. BECU may also terminate your entire Plan or any part of your Plan at any time. All other provisions of this Agreement shall otherwise remain in full force and effect until you pay all sums due us. You understand that terminating your Plan will not relieve you of your obligations on any outstanding loan balances at the time of

termination.

**b. Plan Changes.** You agree that BECU may, at any time, change any part of this Agreement (including but not limited to adding new provisions, deleting existing ones, or changing any other terms and conditions of this agreement relating to your Plan or account), provided we have given you notice in advance of the change, if required by law. Any notice of change in terms required by law will be sent to the last address appearing on the records of BECU, unless you notify us of the change in your address within a reasonable time prior to the notice being sent.

**15. Attorneys' Fees, and Costs.** You agree to pay BECU's internal and external costs, collection and other expenses such as expert witnesses, debt collectors, court costs, and reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees in any arbitration or mediation, on appeal, in any bankruptcy (or state receivership or other insolvency proceeding) and in any forfeiture or other proceeding, except to the extent that a liability for such costs or expenses is limited or prohibited by an applicable state statute. A Collection Charge will be imposed if we must telephone you, write to you, or make a personal visit due to any default on your part. All of these costs and expenses may be added to your present debt and a finance charge may be imposed on them at the highest rate applied to any of your credit advances. The security provisions in Section 9 of this Part A of the Agreement also secure payment of all these amounts.

**16. Enforcement.** BECU may delay enforcing any right under this Agreement without losing that right or any other right. In its sole discretion, BECU may charge and collect a lesser amount than that specified in this Agreement or in a related agreement or disclosure. The collection of such a lesser amount shall not bar BECU from renewing the collection of the full amount as so specified. In the event you die, we can collect any amounts outstanding under your Plan as immediately owed against your estate or against anyone who obtained an advance under your Plan.

**17. Assignment.** We have the right to assign and transfer our rights under this Agreement and any amounts you owe to us. The term "us" shall be deemed to include each and every immediate and successive assignee. You do not have the right to assign or transfer any of your rights, duties or obligations under this Agreement.

**18. Notices.** All notices and statements will be sent to the last address appearing on BECU records. You agree to advise us promptly if you change your mailing address. We can accept address corrections received from the U.S. Postal Service.

**19. Credit Information/Financial Statements.**
You authorize us to release information to others regarding the status and history of your Plan. You agree to provide us upon request at any time with a current financial statement or updated credit information requested in our sole discretion. You agree we may obtain credit reports, employment or investigative inquiries on you at any time, at our sole option, for any reason, including but not limited to determining your eligibility for other products and services or determining whether there has been an adverse change in your financial condition. If you ask, we will tell you whether or not we requested a credit report and, if we did, we will provide you with the name and address of the consumer reporting agency that furnished the report.

**20. Governing Law.** Our approval of this Agreement and of any credit extension or advance under this Agreement occurs in the state of Washington. This Agreement shall be governed by the Federal laws and the laws of the state of Washington as they each apply, except to the extent that, notwithstanding federal law, 12 U.S.C. 1785(g)(1), an applicable state statute invalidates this choice of Washington law. In accepting the terms of this contract, you agree that venue for any action brought by you or brought by us to enforce the terms of the agreement is properly located in King County, Seattle, Washington, unless an applicable state statute invalidates such a choice of venue.

## B. ADDITIONAL TERMS APPLICABLE TO PERSONAL LINES OF CREDIT

This section contains additional terms and conditions pertaining to the overdraft protection personal line of credit account ("Line of Credit"). The terms and conditions in this section are in addition to and modify the terms and conditions of the Plan with respect to Lines of Credit. All other attributes, terms and conditions of the Plan, including but not limited to the security interest granted under Section 9 of Part A of this Agreement, are not modified by this section and will also govern your Line of Credit. In the event of an inconsistency between Part A and this Part B, the terms of this Part B shall prevail.

**1. Joint Accounts.** You understand that any joint account holder on your deposit account with checking account features, or any person authorized to use an access device for this account may access your Line of Credit and you and they agree to be jointly and severally liable for such transactions.

**2. Promise to Pay**

**a. Responsibility.** By using your account to engage in transactions after we furnish a Credit Voucher to you, you agree to the credit limit, annual percentage rate, any other applicable fees and charges, and any terms and conditions set forth in the Credit Voucher, which will be incorporated into and become part of this Agreement and will govern your Plan. Any person or entity that has accepted, signed, used, or authorized the use of a Line of Credit under the Plan, regardless of whether this person is named in the application or otherwise, agrees to be and is bound by the terms of this Agreement.

**b. Payment Methods.** Your required minimum payment will be made by automatic transfer from your savings or checking account at BECU. At any time, you may pay additional amounts by such automatic transfer or by personal check, draft, electronic funds transfer, or wire transfer.

**c. Crediting Payments if Not Made by Automatic Transfer.** Payments received at BECU, P.O. Box 97050, Seattle, WA 98124- 9750 at or before 5:00 p.m. Pacific Time on any business day will be credited to your account as of that date; payments received by mail at that address after 5:00 p.m. Pacific Time, on a weekend or federal holiday will be posted to your account as of the next business day. Crediting to your account may be delayed up to five days if payment is received by mail at any other address or if mailed payment is not accompanied by any remittance slip or statement we provide.

**d. Payment—Minimum Amount and Allocation.** The Line of Credit minimum payment amount will be the greater of $25 or 2% of the outstanding balance on your account at the end of the billing cycle statement period, which begins on the 17th day of the month and ends on the 16th day of the following month (“Ending Balance”). The Ending Balance does not include late payment fees but includes voluntary payment protection costs, returned payment fees and the cost of collection and attorneys due to your default. When credit availability is suspended or terminated, the minimum payment amount will be calculated for the remaining balance at 2% of the outstanding balance at the time of suspension or termination, and will be fixed at that amount until the balance is paid in full. Payments will be applied first to late payment fees and other fees and charges (other than finance charges), then to accrued finance charges, and the remainder, if any, to the balance, unless otherwise agreed to by BECU or required by applicable law.

**3. Finance Charges**

**a. Penalty Rate.** If, on this account or on any account that you have with us, you make any payment that is returned or your total Minimum Periodic Payment is not paid within 29 days of the payment due date (within 27 days during the February credit reporting period or 28 days for February reporting period in leap years), twice within any 12 month period, the **ANNUAL PERCENTAGE RATE (APR)** will be increased to the lesser of **19.9%** or the highest rate allowed by law, unless this increase in APR as a result of default is invalidated by a state statute that is applicable notwithstanding federal law, 12 U.S.C. 1785(g)(1). The Daily Periodic Rate (DPR) in this event shall be the APR divided by 365 (366 in a leap year). If your DPR (and corresponding APR) is increased as described, it may be subsequently reduced at our discretion after a minimum of twelve months at which time it is determined that no payment for any amounts owed BECU has been late during the 12-month period, and your other accounts with BECU are in good standing (current and non-negative). Rate changes shall be effective beginning on the first day on the next Billing Cycle following the late payment or determination. A loan whose rate is reduced will be subject to subsequent increases should future payment be missed in a manner described within this section. If the DPR and corresponding APR increase, the **FINANCE CHARGE** will increase and your minimum payment may be higher.

**b. Timing of Finance Charges and Payments.** You will be obligated to pay a finance charge that will begin to accrue as of the date on which any credit advance is made. There is no grace period in which you may avoid incurring a finance charge by paying off the balance. Credit advances may be directly deposited to one of your deposit accounts and will be subject to a finance charge from the date of deposit even if you do not withdraw the money immediately. Credit advances and payments made by automatic transfer will be posted to your account when made. When you make a payment during the period on which your monthly statement is based, then this statement will specify the amount of interest that you paid.

**c. How to Determine Unpaid Daily Balance and Finance Charges.** The unpaid daily principal balance is the amount of outstanding indebtedness that remains unpaid at the close of each business day after all transactions for the day are posted to your Line of Credit. Transactions are posted by subtracting the amount of any payments or credits (thus decreasing the balance) and adding the amount of any new advances plus

the cost of Voluntary Payment Protection, if any (thus increasing the balance). The daily principal balance will include any unpaid fees or charges including finance charges, unless otherwise forborne by BECU or prohibited by applicable law. We multiply this balance by the applicable daily periodic rate to calculate the daily finance charge, then add this charge to the daily finance charges for the other days in the period on which your monthly statement is based. The total finance charge is the sum of the daily finance charges during this period.

**d. Determination of DPR and Corresponding APR.** The DPR and APR for which you initially qualify now or in the future may depend on your credit qualifications, income, credit or employment history. The DPR and corresponding APR for each account under the Plan will be set forth in the Credit Voucher that is sent to you. Your rate on any account is subject to change with additional advances, based on your credit history. BECU may change the rates it offers from time to time and may review your credit qualifications periodically and adjust your DPR and corresponding APR based on changes in your credit qualifications. If you receive your initial Credit Voucher after the time of the initial advance on your account, then you may cancel the Line of Credit account without obligation if, within four business days of the date of your initial Credit Voucher, you provide BECU with written notice and return all of the funds that BECU initially advanced to you. If you use or retain the account funds after that date, you waive any right to cancel this Agreement.

**4. Other Account Fees and Charges**

**a. A Late Payment Fee** in an amount equal to $25 or 5% of the minimum payment, whichever is greater, will be imposed on payments that are not paid or are paid ten (10) or more calendar days after the payment due date, except to the extent that a Late Payment Fee is allowed only in a lesser amount or after a longer number of calendar days according to a state statute that is applicable notwithstanding federal law, 12 U.S.C. 1785(g)(1).

**b. A Returned Payment Fee** in an amount equal to $25 or the amount of the returned payment, whichever is smaller, will be imposed if any check, instrument or other item given as payment on your Plan is uncollectible or is dishonored for any reason, except to the extent that a Returned Payment Fee is allowed only in a lesser amount according to a state statute that is applicable notwithstanding federal law. Unless otherwise required by law, we are not obligated to attempt to collect any check more than once.

**c. A Collection Charge** will be imposed if we must telephone you, write to you, or make a personal visit due to any default on your part.

**5. Advances and Access**

**a. Limitations on Credit Advances.** You will receive a Credit Voucher showing the amount of the credit limit on your Line of Credit, which is the maximum amount you may draw upon without getting our specific approval for additional advances. You may access credit on your Line of Credit, repay any portion of the amount borrowed, and reborrow any portion up to your credit limit from time to time without limitation.

**b. Overdraft Access.** You may access your Line of Credit by writing drafts, and overdrawing your checking account or your deposit account with checking account features with us, as specifically designated by you for overdraft protection. We may, at our sole discretion, access this account on your behalf if you have scheduled automatic payments for which there are not sufficient collected funds in your checking account or your other deposit account(s). We will not do this if the advance to cover the scheduled payment would cause your credit limit to be exceeded. We will treat the overdraft as a request for an advance on your Line of Credit and we will allow such access subject to the terms of this Agreement. You understand that any owner on your checking account or your deposit account with checking account features may obligate you to overdraft advances. Line of Credit overdraft funds transfers will be made in $100 increments (or the unused portion of the available credit limit if less than $100) and will be transferred to your checking account or your deposit account with checking account features. You agree not to let the overdrawn balance exceed your approved credit limit. If you fail to meet any conditions of your checking account or your deposit account with checking account features, we may cancel your Line of Credit immediately without notice. In any event, you hold us harmless from any and all liability which might arise if the transfer does not occur. Transfers from deposit accounts will be governed by the Membership and Account Agreement. Transfers from a Line of Credit will be governed by this Agreement.

**c. Suspension of Line.** Your ability to draw upon the Line of Credit will be suspended immediately if: (1) the account specifically designated for overdraft protection by you is closed for any reason; (2) your automatic payment transfer to your Line of Credit is canceled for any reason; or (3) we determine that no Line of Credit advances have been made within ninety (90) days from the account establishment or within one (1) year from the last advance. You may request that your Line of Credit be reinstated, upon re-enrolling for automatic payment transfer and upon specifically designating a deposit account with checking account features for overdraft protection.

**6. Change in Terms (including Finance Charges).** You agree that we can change the terms of the Line of Credit (including but not limited to any of the examples of changes specified in Section 14.b of Part A of this Agreement) at any time upon proper advance notice to you, where required by law. Changes may apply to both new and outstanding balances.

**7. Closing the Personal Line of Credit.** You can cancel or close your account by either calling us at 206-439-5700 or, outside Seattle, at 800-233-2328 or writing us at the address provided above. If you cancel the Account, the cancellation will terminate the overdraft protection the Account provides for any linked checking accounts. In addition, you must pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance charges and other fees or charges, and be subject to the terms and conditions of this Agreement.

**C. ADDITIONAL TERMS APPLICABLE TO CREDIT CARDS**

This section contains additional terms and conditions pertaining to the credit card account of your Plan ("Card"). References to "Card" below relate to the account associated with the credit card and not only to transactions conducted through use of the physical credit card, other credit instrument or device which we supply to you, itself. The terms and conditions in this section are in addition to and modify the terms and conditions of the Plan. All other attributes, terms and conditions of the Plan, including but not limited to the security interest granted under Section 9 of Part A of this Agreement, are not modified by this section and will continue to govern your Card account. In the event of an inconsistency between Part A and this Part C, the terms of this Part C shall prevail.

**1. Responsibility and Applicability of Terms.**

Any person or entity that has accepted, signed, used, or authorized the use of a Card under the Plan agrees to be and is bound by the terms of this Agreement. In this Agreement, the word "Cardholder" means the applicant and coapplicant(s) for the Plan associated with the Card, and each authorized user of the Card ("User"), whether named in an application as a User, or otherwise. In this Part C of the Agreement, "you" means the Cardholder(s) associated with a particular Card account. The following additional definitions apply in this Part C and on your monthly statement.

**New Balance:** The sum of all of the unpaid Purchases, Cash Advances, Balance Transfers, finance charges, late payment fees, and any other fees or charges outstanding on the closing date.

**Previous Balance:** The sum of all unpaid Purchases, Cash Advances, Balance Transfers, finance charges, late payment fees, and any other fees and charges at the beginning of the billing cycle (it is the same amount that was shown as "New Balance" on the closing date on the statement for the preceding billing cycle).

**Purchases:** Transactions involving advances other than Balance Transfers and Cash Advances. Purchases may include Foreign Transactions, account charges, and adjustments associated with any transaction.

**2. Liability.** You will be liable for all credit obtained under your Card by any Cardholder. If there is more than one Cardholder, then each will be liable, jointly and severally, for all credit obtained through use of the Card. If two or more persons are responsible to pay any outstanding balance, we may refuse to release any of them from liability until all of the unexpired Cards issued pursuant to the Plan have been returned to us and the balance is paid in full. If you request us to issue a Card on your account to another person, or if you allow any person to have access to your Card or account number with your permission to make a charge, you will be liable for all charges made by that person, including charges for any Cash Advances or any Purchases from merchants or in amounts that you may not have intended the person to make. In addition, you will owe us finance charges and other fees and charges on these transactions, to the same extent as if you made them yourself.

**3. Purchases and Cash Advances.** Any Cardholder can use the Card for Purchases and Cash Advances. You may not use the Card for any illegal or unlawful transaction and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

**4. Balance Transfers.** You may use your Card to transfer balances from other accounts to your Card with us ("Balance Transfer"). You may request a Balance Transfer by completing the balance transfer portion of the credit application, by completing and returning to us one of the balance transfer requests forms we may send you from time to time, or by writing or telephoning us. Interest begins to accrue as of the date a balance transfer is posted to your account. You agree that you will not make Balance Transfers payable to cash, to you, to any individual, to a deposit account, or to any BECU loan account and, if you do make any such Balance Transfer, BECU reserves the right to convert the transaction to a Cash Advance.

**5. Daily Periodic Rate (DPR) and Annual Percentage Rate (APR).** The DPR and corresponding APR used to calculate the **FINANCE CHARGE** for your Card will be stated in a Credit Voucher provided to you when you open your credit card account. (That document is a part of this Agreement.) After you open your account, rate information will be provided in periodic statements, Credit Vouchers, or notices that we send to you.

**a. Variable Rates.** A variable DPR and APR will be used to calculate the interest charge applicable to your account, after the expiration of any applicable introductory rate period. The APR will be based on the value of an index. The index will be the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal on the first business day of each month. This Prime Rate is a reference index and is not the lowest interest rate available. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may substitute another index, subject to applicable law. To determine the APR that will apply to your credit card, we will add a margin to the value of the index. The current range of APRs that can apply is disclosed in the Disclosures. The margin and the corresponding APR applicable to your account will be stated in a Credit Voucher provided to you when you open your account and thereafter in Credit Vouchers or notices, and may depend on your credit qualifications, income, credit or employment history, product selection, or participation in a BECU rewards program. Your APR can change on the first business day of the billing cycle each month, based on the index rate in effect as of the first day of the prior calendar month. Increases or decreases in the U.S. Prime Rate will cause increases or decreases in the APR, resulting in increases or decreases in the interest charge, which in turn will affect the number of monthly minimum payments that are required to repay the interest due. There is no limit on the amount by which this variable APR can change in any month.

**b. Introductory or Promotional Rate.** If you have not previously received a BECU credit card and you establish a BECU credit card account, you may be eligible for an introductory rate or promotional rate. Any introductory rate, and the period for which it will be in effect, will be stated on the Credit Voucher provided to you when you open your credit card account. Any promotional rate, and the period for which it will be in effect, will be stated in a notice provided to you at the beginning of the promotional rate period. The introductory rate or promotional rate may be extended by BECU in its discretion.

**6. Finance Charges**

**a. Purchases.** A finance charge will be imposed on the portion of purchases that are included in the New Balance and remain unpaid by the payment due date on your monthly statement, and on purchases made during the following billing cycle.

**b. Cash Advances.** Finance charges will be imposed on the aggregate balance including all Cash Advances as described in Section 7 of this part C (below), starting on the date of the Cash Advance and lasting until paid in full.

**c. Balance Transfers.** Finance charges will be imposed on the aggregate balance including all Balance Transfers as described in Section 7 of this part C (below), starting on the date of the Balance Transfer and lasting until paid in full.

**7. How to Determine Finance Charges:**

**a.** The types of **FINANCE CHARGES** that may be assessed on your account are daily periodic rate finance charges and transaction finance charges. Your total FINANCE CHARGES each billing cycle is the sum of each type of finance charge.

**b. Calculation of Finance Charge.** All finance charges for Purchases, Cash Advances and Balance Transfers are added together to calculate the annual percentage rate for each billing cycle.

**(i) Calculation of Finance Charges for Cash Advances and Balance Transfers.** A Finance Charge on a Cash Advance or Balance Transfer will be imposed from the date the Cash Advance or Balance Transfer is posted to your account until paid in full. There is no grace period in which you may avoid incurring a finance charge by paying off the balance resulting from a Cash Advance or Balance Transfer. We calculate the Finance Charge by multiplying the Average Daily Balance by the number of days in the billing cycle and then multiplying by the Daily Periodic Rate. To get the Average Daily Balance attributable to Cash Advances and Balance Transfers, we take the beginning balance each day, add any new Cash Advances and Balance Transfers, and subtract any payments, credits posted to your account and unpaid Finance Charges and other charges. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle to determine the Average Daily Balance.

**(ii) Calculation of Finance Charges for Purchases.** To avoid incurring Finance Charges on the balance of the Purchases reflected on the statement, you must pay the entire New Balance shown on your statement on or before the Payment Due Date shown on your statement each month. If you do not pay the entire

New Balance on or before the Payment Due Date each month, the unpaid portion of the New Balance will accrue interest beginning on the first day of the billing cycle in which the payment is due. We calculate the Finance Charge by multiplying the Average Daily Balance by the number of days in the billing cycle and then multiplying by the Daily Periodic Rate. We calculate the Average Daily Balance of Purchases by taking the beginning balance of your account each day that is attributable to Purchases, add any new Purchases as of the date those charges are posted to your account and subtract any additional payments, credits, and unpaid Finance Charges and fees or other charges. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. If you paid the entire New Balance shown on the previous monthly statement by the Payment Due Date shown on that statement, the portion of the New Balance shown on the current statement that is paid by the Payment Due Date shown on that statement will be excluded from the calculation of the balance each day.

**8. Other Account Fees and Charges**

**a. A Late Payment Fee** in an amount equal to $25 or the amount of the late payment, whichever is smaller, will be imposed on minimum payments not paid by the payment due date, except to the extent that a Late Payment Fee only in a lesser amount or on a later date is allowed by a state statute that is applicable not withstanding federal law, 12 U.S.C. 1785(g)(1).

**b. A Returned Payment Fee** in an amount equal to $25 or the amount of the returned payment, whichever is smaller, will be imposed if any check, instrument or other item given as payment on your Card is uncollectible or is dishonored for any reason, except to the extent that a Returned Payment Fee is allowed only in a lesser amount according to a state statute that is applicable notwithstanding federal law. Unless otherwise required by law, we do not have to attempt to collect any check more than once.

**c. A Card Replacement Fee** of $5 may be assessed for each Card lost, stolen or destroyed.

**d. A Card Recovery Assessment** will be imposed and may be added to your balance if:
1) you use your Card after the Card has been canceled, and 2) we must pay a recovery fee to a third party who obtains the Card for us.

**e. A Collection Charge** will be charged if it is necessary to telephone you, write to you, or hire a third party to make a personal visit due to any default on your part. If a personal visit is necessary, the amount charged will be the larger of $50 or the cost of the third party's services.

**f. A Stop Payment Fee** charge of $5 may be imposed for each stop payment on a Convenience Check.

**9. Foreign Transactions and Foreign Exchange.** If you use your Card for an International Transaction, the exchange rate between the transaction currency and the billing currency used for processing International Transactions will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the governmentmandated rate in effect for the applicable central processing date. The currency conversion rate on the day before the transaction processing date may differ from the rate in effect at the time of the transaction or on the date the transaction is posted on your account. You agree to accept the converted amount in U.S. dollars.

**10. Change in Terms.** You agree that we can change the terms of this Agreement (including but not limited to any of the examples of changes specified in Section 14.b of Part A of this Agreement) at any time upon proper advance notice to you, where required by law. We consider that you have accepted changes if you keep or use the card after the notice. The new terms, including an increase or decrease in the finance charges, shall be effective as to any subsequent credit extended on and after the effective date of the change. New terms other than an increase in the finance charge shall be effective also as to any unpaid balance outstanding as of the effective date of the change.

**11. Security Interest.** In addition to the security interest granted under Section 9 of Part A of this Agreement and included in the Plan, one or more of the following is applicable as security for amounts outstanding from time to time in connection with the Card:

**a. Deposit Account.** If you are issued a secured Card, you have signed or will be required to sign a separate security agreement pledging a specific, non-withdrawable portion of your shares and/or deposits in BECU to secure your Card. The amount of the security for such a Card is the amount of your credit limit and you may not have any access to or control of that amount.

**b. Goods Purchased.** You hereby grant us a security interest in each item purchased with advances obtained under this Agreement. This security interest will remain in full force and effect as long as there is an outstanding balance on the item purchased. If we have the right to demand full payment of your new balance, we may also

take possession of this property (you promise to give it to us if we ask) and sell it to satisfy your debts and obligations. Any outstanding debt will be allocated upon the first-bought, first paid rule. You agree that 10 days is reasonable time to give you notice of any such sale.

**12. The Minimum Periodic Payment Required**

**a. Payments.** Payments received at Card Services, P.O. Box 84707, Seattle WA 98124- 6007 before 5 p.m. Pacific Time on any business day will be credited to your Card as of that date; payments received on or after 5 p.m. Pacific Time, on a weekend or federal holiday will be credited as of the next business day. Crediting a payment may be delayed up to five days if the payment is received at any other address or not accompanied by the remittance portion of the monthly statement for your Card. If the circumstances and attributes of a payment demonstrate a significant probability that a payment is fraudulent, then available credit on the Card account will not be increased during up to six (6) additional business days after such a payment is submitted for clearance.

**b. Payment—Minimum Amount and Allocation.** If you elect not to pay your New Balance in full, you must make a payment according to the following schedule on or before the due date shown on your statement. If the New Balance is less than $25, your minimum payment will be the full balance; if this balance is $25 to $1,000 your minimum payment will be $25; if this balance is more than $1,000 your minimum payment will be 2½% of this balance rounded down to the nearest whole dollar. A credit posting from a merchant or reversal of fees do not constitute any part of a minimum payment. The minimum payment will be allocated at BECU's discretion to pay off lower rate balances, such as promotional offers, before higher rate balances, such as Cash Advances or Purchases. Payments in excess of the minimum payment will be allocated to pay off higher rate balances first. All outstanding balances from the previous month's statement must be fully paid before any part of a payment will be applied to transactions that occurred during the current billing cycle. From time to time, we may allow you to skip your Minimum Periodic Payment due. If you choose to skip that payment, FINANCE CHARGES, and voluntary payment protection costs, if any, will continue to accrue in accordance with this Agreement.

**c. Past Due and Overlimit Amounts.** In addition to the above, the minimum payment will also include the greater of any amount past due or any amount by which the New Balance exceeds the approved credit limit for the account. If your account is past due, and/or overlimit, that amount of the minimum payment is immediately due.

**d. Payment in Full.** The payment of a New Balance in full will not eliminate the need to make a minimum payment for the next billing cycle if there are new purchases or cash transactions in the next billing cycle.

**13. Lost, Stolen, or Unauthorized Use of Your Card.** You agree to notify us immediately, orally or in writing, of the loss, theft, or unauthorized use of your Card. We may investigate any cases of unauthorized use of your Card. We may terminate or limit access to your Card if you have notified us or we have determined that your Card or convenience checks may have been lost or stolen, or that there may be unauthorized access to your Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Card. If you are liable for unauthorized transactions, your liability will not exceed $50. You will not be liable for unauthorized transactions that occur after you notify us at:

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

Telephone:
206-439-5700 or outside Seattle at 800-233-2328

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

After hours only for use of reporting the loss, theft, or unauthorized use of your Card:
Call 800-449-7728

**14. Additional Provisions**

**a. Visa Account Updater.** BECU may use the Visa Account Updater (VAU) service, which would automatically update your card-on-file information at participating merchants, for example sending updates about replacement account numbers if your card is lost or stolen. BECU reserves the right to terminate or suspend, or reinstate, the functioning of the VAU service for one or more individual Visa accounts or for all Visa accounts, in BECU's discretion at any time, and without prior notice. If you have questions about the VAU service or would like to opt out of this service, please call one of the phone numbers listed in Section 13 above, or write to the address stated there. Opt-outs are completed within 5-7 business days after request.

**b. Recurring Merchant Transactions.** If you authorize a merchant to charge your account for repeat transactions with your Card, you must notify the merchant when you want to discontinue the repeat transactions, including when your Card account is closed or a new Card number is issued by us, and you must monitor your periodic statements to be vigilant for unauthorized recurring transactions with merchants who participate in the VAU service described above. You may opt out of the VAU service to block all participating merchants from receiving your updated account information.

**c. Ownership of Cards.** Any Card is our property and must be returned to us or our agent, immediately upon demand. If we ask, you will destroy the Card by cutting it in half and will surrender it to us or our agent, mail it to us, or take it to a location we designate.

**d. Honoring of Card.** We will not be responsible for the failure or refusal of anyone to honor the Card. Although your New Balance may be less than your credit limit, we may fail or decline to authorize a particular transaction due to the failure of a communications or computer system, due to other operational difficulties or due to issues particular to your account, including your default of any agreement with us, an adverse change in your financial situation, an amendment or termination of your participation in the Plan or, at our discretion, other reasons that we deem to be appropriate.

**e. Transfer of Card.** You cannot transfer your Card to any other person, although you will be liable for any use by anyone else that has been authorized by you or another Cardholder.

**f. Transactions with Internet Merchants.** In order to make transactions over the internet, merchants may request your Verified by Visa password to complete the transaction. If a password is not provided, the merchant may deny the transaction. If the password is incorrect, we may deny the transaction.

**g. Merchant Return Policy.** If a merchant discloses a policy such as “no returns,” “no refund”, “no return or credit without receipt”, “as is”, “store credit only”, or “all sales final”, you will be bound by that policy when you use your Card to buy goods or services from that merchant.

**h. Merchant Refunds.** If a seller agrees to give you a refund or adjustment, you will accept a credit to your Card in lieu of a cash refund.

**i. Merchant Reservations.** When using your account to make travel or lodging reservations, obtain the merchant’s cancellation policy and follow it if you cancel. If you cancel, obtain the merchant’s cancellation number that it is required to give you. The merchant may charge you for a canceled transaction unless you can provide us with the merchant’s cancellation number.

**j. Merchant Dispute Assistance.** If you disagree with a transaction on your statement or have a dispute with the merchant as a result of the transaction, you will provide information or assistance we reasonably request to permit us to investigate the transaction. Otherwise, you will pay us for any resulting loss we have (up to the amount of the transaction) unless we are prohibited by applicable law from holding you liable for our loss. If any provision of this paragraph conflicts with any part of the “Your Billing Rights” disclosure below that is applicable to the particular transaction, the terms of the “Your Billing Rights” disclosure will control.

**k. Transactions.** For statement verification, you will retain your copy of each receipt (ticket/draft) resulting from each Purchase, Cash Advance, or other transaction on your Card. We will provide you with documentary evidence of each transaction upon your reasonable request or upon proper written notice of a billing error. (See Section 8.e of this Part C for cost information.)

**l. Phone Inquiries.** Inquiries regarding your Card may be made by calling BECU at 206- 439-5700 or, outside Seattle at 800-233-2328 or by writing us at the address provided below.

**m. Our Address.** Please address all other correspondence, letters and notices (excluding payments) with respect to Cards to us at: BECU P.O. Box 97050, Seattle, WA 98124.

**n. Inactivity.** BECU reserves the right to terminate the credit if there are no transactions in one year.

**o. Non-Activation.** If the Cardholder fails to activate the Card within 30 calendar days after the card is sent to the Cardholder, BECU reserves the right to cancel your account.

**p. Closing your Account.** You can cancel or close your account by either calling us at 206- 439-5700 or, outside Seattle at 800-233- 2328 or writing us at the address provided above. If you cancel the Account, you must pay everything you owe us, including any amounts owed but not yet billed to you. If you do not pay us immediately, outstanding balances will continue to accrue finance charges and other fees or charges, and be subject to the terms and conditions of this Agreement. You also agree to return to us or destroy your Card(s) and any unused Convenience Checks. You agree that you will not attempt to make a Purchase or Cash Advance after you have been notified of your or our termination or suspension of your credit privileges. You further understand and agree that it is

your sole responsibility to terminate your authorization of all reoccurring transactions you may have scheduled with merchants or other third parties.

**15. BECU REWARDS PROGRAM OPTION.**
You may elect to add a BECU rewards program ("Program") to your Card account. Upon enrolling in a Program, you agree to accept the terms, conditions and rules for the Program that are in addition to the terms and conditions of this Agreement and which otherwise govern your Card. The terms, conditions and rules for the Program become effective immediately upon our receipt and acknowledgment of your instructions to enroll you in the Program, and will apply only to the purchases of goods and services made with your Card after that effective date. If you were already a cardholder before you enrolled and your enrollment results in an increase in the margin applicable to your account, then BECU will send you a notice showing the increased margin and corresponding increased Annual Percentage Rate and the effective date of such changes.

**II. YOUR BILLING RIGHTS**

**Your Billing Rights: Keep this Document for Future Use**

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.**

**What To Do If You Find a Mistake on Your Statement**
If you think there is an error on your credit card or person line of credit statement, write to us at:

**BECU**
P.O. Box 97050
Seattle, WA 98124

**In your letter, give us the following information:**

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

**You must contact us:**

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**
When we receive your letter, we must do two things:

**1.** Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

**2.** Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

• The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

• While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

• We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**

**• If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

**• If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

**To use this right, all of the following must be true:**

**1.** The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50.

(**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

**2.** You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

**3.** You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

**Customer Service**

P.O. Box 97050
Seattle, WA 98124-9750.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.




Federally insured by
NCUA. BECU 550 10/2025

800-233-2328
**becu.org**

**PO Box 97050, Seattle, WA 98124-9750**