



Business Membership & Account Agreement

Not-for-profit means you profit.

There's a revolution underway. A movement towards a different way of banking. It puts people ahead of profits. It means we'll spend more time with you. We'll be flexible, fair, and responsive. We'll take care of business like we've been doing since 1953. We know bold ideas can change the world. This is for everyone who believes there has to be a better way. Be a part of our Revolution.

TABLE OF CONTENTS

I. BUSINESS MEMBERSHIP AND ACCOUNTS

1. Membership Eligibility
2. Accounts of Business Organizations & Certificate of Authority
3. Deposit Requirements
4. Account Access
5. Account Rates and Fees
6. Transaction Limitations
7. Overdrafts
8. Postdated and Stale dated Items
9. Stop Payment Orders
10. Lost Items
11. Credit Union's Liability for Errors
12. Credit Union Lien and Security Interest
13. Legal Process
14. Account Information
15. Notices
16. Statements
17. Termination of Account
18. Termination of Membership
19. Severability
20. Enforcement
21. Governing Law

II. FUNDS AVAILABILTY POLICY

1. General Policy
2. Reservation of Right to Hold
3. Holds on Other Funds
4. Longer Delays May Apply
5. Special Rules for New Accounts

III. ELECTRONIC FUNDS TRANSFER

1. Services
2. Service Limitations
3. Security of PIN
4. Member Liability
5. Business Days
6. Fees and Charges
7. Right to Receive Documentation of Transfers
8. Account Information Disclosure
9. Credit Union Liability for Failure to Make Transfers
10. Preauthorized Electronic Funds Transfer
11. Termination of ATM and POS Services
12. Notices

Cutting Edge Federal Credit Union Business Membership and Account Agreement

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean the Account Owner on whose behalf the Account Card (“Account Card”) was signed. The words “we,” “us,” and “our” mean Cutting Edge Federal Credit Union (“Credit Union”). The word “account” means any one or more share accounts you have with the Credit Union.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of the Agreement, you agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, the Credit Union’s Bylaws and Policies, and any amendments which collectively govern your Membership and Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

Important Information about Procedures for Opening New Accounts. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask you your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

I. BUSINESS MEMBERSHIP AND ACCOUNTS

1. **Membership Eligibility.** To be eligible for membership in the Credit Union, you must be an individual or entity qualifying within the Credit Union's field of membership, purchase at least one share, not have caused the Credit Union a loss, and meet all regulatory, legal and internal requirements applicable to account opening as required by the Credit Union’s Bylaws. You may also be required to pay a lifetime membership fee. You authorize us to check financial information data and employment history about you by any means allowed by law, including obtaining a credit report or credit score from any consumer reporting agency to verify your eligibility for any accounts and services we offer or you request.
2. **Accounts of Business Organizations & Certificate of Authority.** The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf. You agree to notify the Credit Union of any change in authority. The Credit Union may rely on the written authorization until such time as the Credit Union is informed of changes in writing and has had a reasonable time to act upon such notice. The Credit Union may require that third party checks payable to an organization may not be cashed, but must be deposited to an organization account. The Credit Union shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless the Credit Union has written notice of any wrongdoing.

a. Name. The Account owner shown on the front of the account card is the complete and correct name of the Account Owner.

b. Authorized Signers. The listed officers, authorized agents, or trustees, as applicable of the Account Owner presently occupy the positions shown on the front side and are authorized to transact business on behalf of the Account Owner.

c. Authority. The individuals signing on the account card certify and agree that the Account Owner's accounts will be governed by the terms set forth in this Membership and Account Agreement, as amended from time to time. The Credit Union is directed to accept and pay without further inquiry any item, bearing the appropriate number of signatures as indicated on the account card, drawn against any of the Account Owner's accounts with the Credit Union. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all checks, overdrafts, notes and other items payable at the Credit Union, and to execute such other agreements and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Agreement. The authority given to the Authorized Signers shall remain in full force until written notice of revocation is delivered to and received by the Credit Union. Any such notice shall not affect any items in process at the time notice is given. An authorized officer, trustee, or agent of the Account Owner will notify the Credit Union of any change in the Account Owner's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Account Owner and the Credit Union before any such change occurs. The Account Owner agrees that the Credit Union shall not be liable for any losses due to the Account Owner's failure to notify the Credit Union of such changes.

3. **Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Rate and Fee Schedule. All accounts are nonassignable and nonnegotiable to third parties. Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Certificate Account Receipt for each account, which is incorporated herein by this reference.

a. Endorsements. You authorized the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorized the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1½ inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check causes any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

- b. Collection of Items. The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.
- c. Final Payment. All items or Automated Clearing House (“ACH”) transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use.
- d. Direct Deposits. The Credit Union may offer direct deposit options allowing you to preauthorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.
- e. Crediting of Deposits. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

4. Account Access.

- a. Authorized Signature. In order to access any account, the Credit Union must have an authorized signature of yours on an Account Card. The Credit Union is authorized to recognize your signature, but will not be liable for refusing to honor any item or instruction of yours if it believes in good faith that the signature on such item or instruction is not genuine. If you have authorized the use of a facsimile signature, the Credit Union may honor any draft that appears to bear your facsimile signature even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person even if you did not specifically authorize a particular transaction.
- b. Access Options. You may make withdrawals or transfers from your account in any manner, which is permitted by the Credit Union (i.e., check, automated teller machines (ATMs), debit card, in person, by mail, automatic transfer, audio response, or telephone). If the Credit Union accepts any draft that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the draft. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.
- c. ACH & Wire Transfers. If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH (“Automated Clearing House”) transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. You acknowledge that processing of international transactions may be delayed if necessary to complete OFAC screening. You must ensure that all international entries you initiate are designated with the appropriate code as required by the Rules. All entries shall be credited to or debited from your Account in U.S. Dollars. Currency conversion will be at rates determined by, or available to, us or the ACH. You shall bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.
- d. Credit Union Examination. The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to

exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

e. Electronic Check Transactions.

- i. **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number or your check to initiate the transfer, whether the check is blank, partially or fully completed and signed, such authorization is an electronic check conversion. An electronic check conversion is an Electronic Funds Transfers (“EFT”) subject to the terms of III. Electronic Funds Transfer Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- ii. **Electronic Re-presented Checks.** If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, payee or any subsequent holder of the check may re-present the check to us, through an electronic instruction (“Electronic re-presented Check”) to charge your account for the amount of the check. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic funds transfer subject to the terms of III. Electronic Funds Transfer Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive a proper notice or affidavit from you within the 15-day period, we will recredit your account with the amount of the charge. If you wish to stop payment on any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment on electronic loan or bill payments. If you ask us to request the depositor’s bank to send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account recredited due to a prior stop payment order or if the item is otherwise ineligible for collection.

5. **Accounts Rates and Fees.** The Credit Union’s payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule and each Certificate Account Receipt, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree the Credit Union may change the Rate and Fee Schedule from time to time and you will be notified of such changes as required by law.

6. **Transaction Limitations.**

- a. Withdrawal Restrictions. The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Drafts or other transfer or payment orders which are drawn against insufficient available funds will be subject to a service charge, set forth in the Rate and Fee Schedule. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks) of up to 60 days, as required by law, before such withdrawal.

- b. Transfer Limitations. There is no limit on the number of transactions you may make in the following manner: (i) transfers to any loan account with the Credit Union; (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such transfer or withdrawal is initiated in person, by mail or at an ATM.

7. Overdrafts.

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

items including ATM and debit card purchase transactions. We will honor drafts drawn on insufficient funds in any checking account by transferring the funds from a deposit or loan account to your checking account. If you elect to have transfers from shares, funds will be transferred in the amount necessary to clear the overdrawn item. If you elect to have transfers from a line of credit account, you authorize us to access your account and transfer funds to your checking account. The fee for overdraft transfers is set forth on the Rate and Fee Schedule. Transfers from a share account will be governed by this Agreement. Transfers from your line of credit account will be governed by the applicable loan agreement.

8. **Postdated and Staledated Items.** You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice, which will lapse within fourteen (14) days unless continued in writing, within that time. A written notice will be effective for six (6) months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account, which is presented more than six months after its date.

9. **Stop Payment Orders.**

a. **Stop Payment Request.** You may ask the Credit Union to stop payment on any check drawn upon or ACH debit scheduled from your checking account. You may request a stop payment by telephone, by mail or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order. For ACH debits, the stop payment order must be received at least three (3) banking days before the scheduled date of the transfer. You must state the number of the account, date and the exact amount of the check or ACH and the number of the check or originator of the ACH debit. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the item, its exact amount, and to whom it was issued. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we recredit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

- b. Duration of Order. You may make an oral stop payment order, which will lapse within fourteen (14) calendar days unless continued in writing within that time. A written stop payment order will be effective for six (6) months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.
 - c. Liability. The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
10. **Lost Items.** The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.
11. **Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transactions; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.
12. **Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness *without further notice to you*. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay

any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

13. **Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

14. **Account Information.** Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your written permission.

15. **Notices.**

- a. Name of Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will accept notices of a change in address and any other notice from you to the Credit Union only if provided in writing to the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Rate and Fee Schedule.
- b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. Changes in account ownership such as adding or removing a joint account owner must be evidenced in writing. Only a primary member may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.
- c. Effect of Notice. Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. Notice to any one account owner is considered notice to all owners of the account.

16. **Statements.**

- a. Contents. If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid your original check becomes the property of the Credit Union and may not be returned to you, but copies will be retained by the Credit Union or payable through a financial institution and made available upon your request. You understand your statements and checks are made available to you on the date the statement is mailed to you.
 - b. Electronic Statements. If your statement is provided electronically, statements will be electronically mailed to you as an attachment, or you will be provided with information directing you to the website where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mails from us will be sent to the electronic mail address you provide. It is your responsibility to provide a current and correct e-mail address to the Credit Union. You are also responsible to keep us updated on e-mail address changes. If you have requested electronic statements, you agree that the statement is considered to be delivered to you on the day that it is made available electronically.
 - c. Examination. You are responsible for examining each statement and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, or unauthorized item drawn on your account if (a) you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine.
 - d. Notice to Credit Union. You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements and draft copies or the time limit for notifying the Credit Union of any errors. The statement will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charged to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.
 - e. Negative Information Notice. We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.
17. Termination of Account. The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts.

- You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.
18. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.
 19. Severability. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.
 20. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.
 21. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the country in which the Credit Union is located.

II. FUNDS AVAILABILITY POLICY

1. General Policy. For savings accounts, we reserve the right to place reasonable holds on deposit funds to the extent permitted by law. For checking accounts, our funds availability policy is set forth below.

Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit.

Depending on the type of check that you deposit (e.g. large checks without available funds or third party check), funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

3. **Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.
4. **Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:
 - a. We believe a check you deposit will not be paid.
 - b. You deposit checks totaling more than \$5,525 on any one day.
 - c. You deposit a check that has been returned unpaid.
 - d. You have overdrawn your account repeatedly in the last six months.
 - e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

5. **Special Rules for New Accounts.** If you are a new member, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

III. ELECTRONIC FUNDS TRANSFERS

By signing the Account Card or signing or using the ATM/Debit Card, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic Funds Transfer (“EFT”) are electronically initiated transfers of money through automated teller machines (“ATMs”) and debit card purchases involving your deposit accounts at the Credit Union.

1. Services.

- a. ATMs. You may use your card and Personal Identification Number (“PIN”) in automated teller machines within the VISA Network and other financial institutions within the VISA Network. At the present time, you may use your card to withdraw cash from your share and share draft accounts.
- b. Debit Card. You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your card purchases will be deducted from your share draft account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement. You may not use your Card or Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe may be illegal or unlawful. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA Network or another network shown on your card, such as the STAR Network. The Credit Union will honor your debit transactions processed by any of these networks.

Transactions processed over the VISA Network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or swipe your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or swipe your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and may allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA’s zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled “Member Liability” will apply.

- c. Point of Sale. If we approve your application for point of sale (POS) services, you may use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals.

- d. Direct Deposit. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of other recurring payments, such as Social Security, to your share or checking account. You may also receive preauthorized transfers from another member's account with the Credit Union.
- e. Pre-authorized Debits. You may make periodic direct withdrawals from your share or checking account to a particular person or company, which you have arranged with that person or company, provided you have enough funds in your account to cover the payment.
- f. Online Banking. If we approve your application for the online account access, you may use a personal computer to access your accounts. For this service, you will need a personal computer with access to the Internet (World Wide Web). The online address for online access services is www.cuttingedgefcu.org. You may select an access code. You must use your access code along with your account number to access your accounts. You are responsible for the installation, maintenance, and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation, or your computer. At the present time, you may use the online service to:
 - i. Transfer funds between your checking and savings accounts.
 - ii. Make payments from your checking or savings account to loan accounts with us.
 - iii. Obtain balance information about checking and savings accounts.
 - iv. Obtain transaction history on checking and savings accounts.
 - v. Pay bills online using the bill payer service.
 - vi. Subject to our approval, transfer funds to an account of another member at the Credit Union.

Transactions involving your share accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to the loan agreement(s) for the applicable loan.

- g. Electronic Check Transactions. You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions. You remain responsible for notifying us of any unauthorized electronic check transactions shown on your statement.

2. Service Limitations.

- a. ATM. You may withdraw up to the maximum allowed at an ATM (if there are sufficient funds in your account).

- b. Point of Sale (POS) Purchases. You may make debit purchases at a VISA or POS terminal up to the maximum amount set by any participating merchant (if there are sufficient funds in your account).

- c. Online Banking.
 - i. Transfers. You may make funds transfers to your accounts or other accounts you authorize as often as you like. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

 - ii. Account Information. The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

 - iii. Email and Stop Payment Requests. The Credit Union may not immediately receive email communications that you send and the Credit Union will not take action based on email requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Membership and Account Agreement. Contact the Credit Union immediately regarding an unauthorized transaction or stop payment request.

- d. Visa Debit. There is no limit on the number of VISA debit purchase transactions you may make during a statement period. VISA purchases are limited to the balance available in your account. The Credit Union reserves the right to refuse any transaction, which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. You are solely responsible for any disputes you may have with merchandise or services received using the VISA debit. We are not responsible for any damages, liability, or settlement resolution as a result of the misrepresentation of quality, price, or warranty of goods or services by a merchant.

The use of your Card and Account are subject to the following conditions:

- i. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card immediately, according to instructions. The card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your card or account to another person.

- ii. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.
 - iii. Currency Conversion; International Transaction Fee. Purchases and withdrawals made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is 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 government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of up to 1% of the transaction amount for any card transaction made in a foreign country.
 - iv. Illegal Use of Internet Gambling. You agree that all transactions that you initiate by use of an electronic funds transfer including a Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Electronic Funds Transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an Electronic Funds Transfer Debit Card.
3. Security of PIN. The ATM-PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your ATM and account services immediately.
4. Member Liability. You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, card, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(800) 528-2273

or

(503) 653-4392 in Milwaukie, OR
(866) 653-4392

or

(208) 746-5911 in Lewiston, ID

or write:

Cutting Edge Federal Credit Union
P.O. Box 22192
Milwaukie, Oregon 97269-2192

or

Cutting Edge Federal Credit Union
2200 First Street
Lewiston, Idaho 83501

5. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
6. **Fees and Charges.** Electronic Funds Transfers may be subject to fees as set forth in the rate and fee schedule.
7. **Right to Receive Documentation of Transfers.**
 - a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an ATM or POS terminal will be recorded on your periodic statement. You will receive a statement monthly.
 - b. **Terminal Receipt.** You get a receipt at the time you make a transaction in excess of \$15 using an ATM or POS terminal.
 - c. **Pre-authorized Credits.** If you have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can use online banking or you can call us at the numbers listed in Section 4 above during business hours to find out whether or not the deposit has been made.
8. **Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. We will disclose information to third parties about your account or the transfers you make:
 - a. As necessary to complete transfers;
 - b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;

- c. To comply with government agency or court orders;
 - d. If you give us your written permission.
9. Credit Union Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. In no case will we be liable for any indirect, special or incidental damages. However, there are some exceptions. We will not be liable, for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
 - b. If you used the wrong ATM-PIN or you used an ATM-PIN or card in an incorrect manner.
 - c. If the ATM where you are making the transfer does not have enough cash.
 - d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
 - e. If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
 - f. If the money in your account is subject to legal process or other claim.
 - g. If your account is frozen because of a delinquent loan.
 - h. If the error was caused by a system of the VISA Network or any other participating network.
 - i. If there are other exceptions as established by the Credit Union.
 - j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact the Credit Union about its replacement.

10. Preauthorized Electronic Funds Transfer.

- a. Stop Payment Rights. If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s) for money you owe them, you may stop payment of these preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of a preauthorized transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
- b. Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set.
- c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the

transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

11. Termination of ATM and POS Services. You agree that we may terminate this Agreement and your use of your ATM Card and POS services, if:
- a. You or any authorized user of your ATM-PIN breach this or any other agreement with us;
 - b. We have reason to believe that there has been an unauthorized use of your ATM-PIN or card;
 - c. We notify you or any other party to your account that we have cancelled or will cancel this Agreement; or
 - d. You breach any provision of your Deposit Account Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

12. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.