

Business Membership and Account Agreement



maps
CREDIT UNION



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This Agreement is the contract of deposit which covers your and our rights and responsibilities concerning Business Membership and Account(s) offered to you by Maps Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the business, organization, or person who is the account owner, and those who sign the Business Account Card as applicants, joint owners or any authorized users. The words "we," "us," and "our" mean Maps Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Business Account Card ("Card") that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds

Transfer (EFT) 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.

I. MEMBERSHIP AND ACCOUNTS

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.

1. Membership Eligibility. To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share (Membership Share) as required by the Credit Union's Bylaws. 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 or business reporting agency to verify your eligibility for any accounts and services we offer or you request.

2. Individual Business Accounts. An individual account is an account owned by one individual depositor including any sole proprietor qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual will pass, subject to applicable law, to the decedent's estate. We may require any claimant to the account to produce certain documents before releasing the funds to the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of an account owner's death, the Credit Union may pay checks or honor payments or transfer orders authorized by the deceased member for a period of ten (10) days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in the account after your death to indemnify the Credit Union for any losses from honoring that claim.

3. Accounts of Businesses and Organizations. You must designate on the Account Card who is authorized to act on behalf of the Member/Account Owner as an Authorized Signer. 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 a club or association may not be cashed, but must be deposited in the 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 actual notice of any wrongdoing.

4. Authorized Parties. The persons named on the Account Card or Account Change of Authority are authorized to act on behalf of the Member with respect to accounts based upon the authority set forth on the Business Account Card or Account Change of Authority.

Authorized Signers are vested with full authority to open and close accounts on behalf of the Member and transact any business of any nature on such accounts.

Transaction Signers are vested with limited authority to transact any business on such accounts including the following, but may not make changes on or to the accounts:

1) Depositing, withdrawing and transferring funds into, out of and between one or more accounts;

2) Signing drafts, checks and other orders for payment or withdrawal;

3) Issuing instructions regarding order for payment or withdrawal;

4) Endorsing any check, draft, share certificate and other instrument or order for payment owned or held by the Member; and

5) Receiving information of any nature about the account.

The Credit Union is directed to accept and pay without further inquiry any item, signed by an Authorized Signer, drawn against any of the Member's accounts. Unless otherwise indicated, any one Authorized Signer is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by the Credit Union and to perform any other transaction permitted under the Agreement.

The authority given to the Authorized Parties named on the Account Card shall remain in full force until written notice of revocation or a Business Account Card supplement is delivered to and received by the Credit Union at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. The Authorized Signer shall notify the Credit Union of any change in the Member's composition, assumed business names, or any aspect of the entity affecting the deposit relationship between the Member and the Credit Union before any such change occurs. The Credit Union shall have no duty to inquire as to the powers and duties of any Authorized Party and shall have no notice of any breach of fiduciary duties by any Authorized Party unless the Credit Union has actual notice of wrongdoing.

5. Deposits. 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. We may refuse to accept any check or other item for deposit at any time, for any reason. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check, warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses the Credit Union incurs in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.

a. Endorsements. You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. 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. Insurance, government, and certain other checks or drafts must be endorsed in person exactly as they are made payable. 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 cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union including fees and charges, due to the delay or error. You agree to endorse any check deposited through a mobile deposit service with your signature and the legend “For Mobile Deposit Only to Maps Credit Union”.

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 noncash deposits posted 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 deposits and impose a return deposit 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 your deposit item, the Credit Union may charge such fees to your account. The Credit Union reserves the right to refuse or to return all or a part of a deposit or to close your account. 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 the direct deposit or direct transfer option. Upon a filing of bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

b. Crediting of Deposits. Unless otherwise stated in the Funds Availability Policy below, deposits received at our offices on business days before the deposit cut-off time will be credited to your account as of the day of the deposit. Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed teller locations 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.

6. 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 check 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), in person, by mail, automatic transfer, or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority is on file with us. 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 on the branch where your account is maintained or not in the form provided by the Credit Union. The Credit Union may restrict the withdrawals or transfers on your accounts.

c. ACH and Wire Transfers. 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, pursuant to NACHA rules and applicable law. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for a wire or 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 or receives an authorized reversal transaction, we may reverse the provisional credit to your account. In such cases, the originator of the ACH transfer will not be considered to have paid you the amount of the transfer. 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, even if it does not match the party named in your instructions. 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 will 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 will bear all currency conversion risk associated with international entries; you will bear all gains or losses associated with currency conversion for international entries. 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.

a. Credit Union Examination. The Credit Union may disregard information on any check other than the sig-

nature 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.

b. Electronic Check Transactions.

(1) **Electronic Checks.** If you authorize a merchant to electronically debit your checking account using the routing, account and serial number of 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 transfer (“EFT”) subject to the terms of the 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.

(2) **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 the 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 fifteen (15) day period, we will recredit your account with the amount of the charge. If you wish to stop payment of 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.

7. Account Transaction Limitations.

a. Withdrawal Restrictions. The Credit Union will per-

mit 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 can 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 share checking) of not less than seven (7) days and up to sixty (60) days before such withdrawal.

b. Internet Gambling. By signing the Account Card, you certify that the organization does not engage in internet gambling business, and will notify the Credit Union before engaging in any internet gambling business in the future.

8. Overdrafts.

a. Determination of Available Balance. Checks and other transactions on your account are paid based on your available balance, and not the actual balance. Your actual balance is the amount of funds in the account at a point in time based on transactions that have posted to the account at that time. Your available balance is the amount of funds in the account that are available to pay items presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that the Credit Union has authorized but that have not yet posted to your account. If an item presented for payment against your account exceeds the available balance, we will treat it as presented against non-sufficient funds even if the actual balance exceeds the amount of the item.

b. Order in Which Items Are Paid. In general, we pay items in the order in which they are received, irrespective of when you issued or authorized the item. Checks and ACH debits may be presented to us in batches or data files, and are paid when we process the data file. Checks in the same data file are processed in high to low order. Checks presented for payment at one of our branches are processed at the time of payment. Debit card transactions are processed when they are transmitted to us, which may occur at the time of the transaction or several days later. The merchant or its processor determines when the transaction will be transmitted to us. When a merchant obtains authorization for a debit card transaction, we place a temporary hold against the funds in the account for the amount of the authorized transaction. In some cases, such as restaurants, gas stations, or car rental transactions, there may be a hold for an initially authorized amount, but the transaction is submitted at a different amount. We reserve the right to pay any checks or items in the order they are presented or received and in accordance with our normal operating procedures for such checks items or transactions.

c. Overdraft Liability. If on any day, the available funds in your checking account are not sufficient to cover checks and other debit transactions posted to your account, 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. The Credit Union may charge a fee each time a check or item is submitted or resubmitted for payment. Therefore, you may be assessed more than one fee as a result of a returned item or resubmission(s) of the returned item. However, the Credit Union will not charge an overdraft fee for covering an everyday 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.

d. Overdraft Protection Plan. If we have approved an overdraft protection plan for you, we will honor drafts drawn on insufficient funds in your checking account by initiating a transfer of the necessary funds from a loan account or another deposit account of yours to your checking account. We will transfer funds to your checking account from a loan or share account in the order you have directed. Transfers from a deposit account will be governed by this Agreement. Transfers from a line of credit account will be governed by your Loan Agreement.

e. Overdraft Protection Service – Courtesy Pay.

Courtesy Pay is a service available on qualified checking accounts to supplement other overdraft protection options. Courtesy Pay means that we may in our discretion honor and pay your checks or items drawn against insufficient funds so that your checks or transactions are not returned unpaid. Courtesy Pay is made available only to members meeting specific qualifying criteria. In order to be eligible to receive Courtesy Pay you must be a member in good standing. Other qualifying criteria may apply. Not all members may qualify. Courtesy Pay may apply to checks you have drawn against insufficient funds in your checking account(s) with us, as well as other transfer or withdrawal request(s) you have authorized (such as, but not limited to, preauthorized transfers) for which funds are insufficient. We may, at our sole discretion, but are not obligated to, make payment on such overdrawn checks, transfers, and/or withdrawal requests in any order at our option or return the overdrawn checks, transfers, and/or withdrawal requests unpaid. Regardless, we are not liable for any action we take regarding payment or nonpayment of an overdrawn check, transfer, or withdrawal request. If we choose to pay an overdrawn check, transfer, or withdrawal request, you will be subject to a fee(s) in the amount as set forth in the accompanying Rate and Fee Schedule for each transaction. In that event, you understand and agree that you are obligated to reimburse us and you are required to deposit with us sufficient good funds to cover the overdrawn check, transfer, or withdrawal request paid by us under Courtesy Pay and pay the applicable fee(s). You agree that we have the right to transfer available funds from your other accounts you may have with us to cover the overdrawn checks, transfer, or withdrawal request and pay the applicable fee(s). If we choose not to pay the overdrawn check, transfer, or withdrawal request, you are subject to the applicable fee(s) for each such item in the amount set forth in our Rate and Fee Schedule. We reserve the right to limit the number of overdrawn checks and the total dollar amount of overdrawn checks, transfers,

and/or withdrawal request that may be paid under the Overdraft Protection plan at any time. Further, we do not guarantee payment of any overdrawn check, transfer, or withdrawal request. You understand that if we permit payment of an overdrawn check, transfer, or withdrawal request, we are not required to notify you. In addition, we may discontinue the Overdraft Protection plan at any time without prior notice. Members can opt-out of the Courtesy Pay program at any time by calling 800-688-0181 or sending a written request to maps@mapscu.com or PO Box 12398, Salem, OR 97309.

9. Postdated and Staledated Items. You must not date a check later than the date that you write it. If you do and the item is presented for payment before its date, the Credit Union may return it unpaid or pay the item 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 item, including the number, date, and amount. 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. Verbal notices will remain in effect for fourteen (14) days. Written notices are effective for six (6) months unless renewed in writing. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account which is presented more than six (6) months after its date, but may charge your account for payment unless the item is certified or you have placed an effective stop payment.

10. 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 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. Verbal stop payment orders remain in effect for fourteen (14) days. Written stop payment orders are effective for six (6) months. In order for any written stop payment order to remain in effect after six (6) months, you must renew the order in writing.

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 or any other check, draft, or payment guaranteed by you or the Credit Union. You can only stop payment on any other checks or drafts that the Credit Union issues on your behalf in the Credit Union's sole discretion. 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 indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

11. Fees and Charges. The Credit Union may charge you fees for the services provided by the Credit Union. A current Rate and Fee Schedule has been provided to you separately. You agree that the Rate and Fee Schedule may change at any time and you will be notified of such changes as required by law.

12. 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.

13. Credit Union Liability. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (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. In no event will the Credit Union be liable for consequential damages. 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.

14. Credit Union Lien and Security Interest. If you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union will have 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 which it has a lien to pay off your indebtedness, including any costs or attorney's fees incurred by the Credit Union in enforcing its rights 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. You grant the Credit Union a consensual security interest in your deposit 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.

15. Legal Process. If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved or may pay out funds according to the terms of the levy. If the Credit Union incurs any expenses or attorney's 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.

16. 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: (1) it is necessary to complete the transaction; (2) 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; (3) such disclosure is in compliance with the law, government agencies or court orders; or (4) you give us your written permission.

17. Notices.

a. Name or Address Changes. It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is only required to honor items drawn upon the name as listed on the account and to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union may require any notice of change in address to be made in person or in writing and may require any other notice from you to the Credit Union be provided in writing to a branch manager or officer of the Credit Union.

b. Notice of Amendments. Except as otherwise prohibited by applicable law, the terms of this Agreement and all fees and other agreements provided to you in connection with this account are subject to change at any time. If required by law, the Credit Union will notify you of any changes in terms, rates, or fees at such time as is required by law. To the extent permitted by law, amendments will be effective upon posting of the amendments in the branch office or upon delivery of notice to the last address which you have specified for this account. If notice is given by mail, you agree only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes. You agree that oral instructions are binding and agree to hold Credit Union harmless from any liability arising as a result of such instructions. Changes in account ownership such as adding or removing a joint owner, must be evidenced by a signed authorization of an account holder which upon execution will be binding on all parties and will be incorporated herein by this reference. 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.

18. 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. The amount and date of

any payment, deposit, withdrawal, transfer, payment of dividends or interest, and any fees imposed will appear on your statement. For checking accounts, you understand that when paid your original check (or any substitute check) become property of the Credit Union and will not be returned to you. You agree to keep a copy of your original check in order to verify its validity. If you request us to provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically.

b. Electronic Statements (E-Statements). If your statement is provided electronically, statements will be electronically mailed to you as an attachment or you will be sent an electronic mail notice that will direct you to the web site where you may access, review, print and otherwise copy/download your periodic statements using procedures we authorize. Electronic mail from us will be sent to the electronic mail address provided by the account owner.

c. Examination. You are responsible for examining each statement and your check copy and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized, or unsigned item drawn or deposited to your account if you fail to notify the Credit Union within thirty (30) days of the mailing date of the earliest statement and availability of drafts containing any forgery, alteration, or unauthorized signature on the item. The Credit Union will not be liable for items forged or altered in a manner not detectable by a reasonable person including, but not limited to, 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 check 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 drafts are made available to you.

19. 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 (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks

are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (6) 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 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.

20. Termination of Membership. You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. The Credit Union is not liable for payment on any checking, withdrawal, or other item once your membership is terminated. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

21. Full Payment Items. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights.

22. Electronic Records. You understand that the Credit Union may choose to retain electronic or imaged copies of any original documents and you agree that an electronic or imaged copy is valid as an original document.

23. Indemnity. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection asked for would be your promise to defend the Credit Union against any claims and pay all legal fees and costs associated with the defense.

24. Waiver. Any waiver of any term or condition stated in this Agreement must be in writing and signed by an officer of the Credit Union and shall not be considered as a waiver of any future or other obligation or right.

25. 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.

26. Enforcement. You agree to be liable to the Credit Union for any loss, cost, or expense as provided in this

Agreement that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs, or expenses from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any amount due 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. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

27. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the State of Oregon and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located.

II. FUNDS AVAILABILITY POLICY

1. General Policy. 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 during regular business hours 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 business hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made via ATM equipment will not be available for withdrawal for two business days, not counting the day of deposit. Deposits at machines other than those owned or operated by us may not be available until the fifth business day after the day of your deposit under our current funds availability policy. The first \$275 of the daily cumulative deposit(s) at an ATM(s) will be available immediately.

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, funds may not be available until the second business day after the day of your

deposit. However, the first \$275.00 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 business 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 \$6,725 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 (6) 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. Funds will generally be made available no later than the fifth business day after the day of deposit, or the ninth business day for new account holds.

5. Special Rules for New Accounts. If you are a new member, the following special rules will 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 \$6,725 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 day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 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 \$6,725 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.

6. Foreign Checks. Funds from deposits of checks drawn on foreign financial institutions will generally be available no later than the fifth business day after the day of deposit or the ninth business day for new accounts.

III. ELECTRONIC FUNDS TRANSFERS

This Agreement is the contract which covers your and our rights and responsibilities concerning Electronic Fund Transfer (EFT) services offered by the Credit Union.

By signing the Account Card, signing or using a debit card, or using an electronic funds transfer service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, electronic check transactions, ATM and debit card transactions at automated teller machines ("ATMs"), automated telephone access ("PriveLine"), Online Banking, Mobile Banking transactions, 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 as designated by the Credit Union. At the present time, you may use your Card to withdraw cash from your accounts and make balance inquiries on these accounts.

b. Debit Card/Point of Sale Purchases. You may use your Card to purchase goods and services any place your Card is honored by participating merchants. You may also use your Card and PIN to pay for purchases from participating merchants who have agreed to accept the Card at POS terminals. Funds to cover your Card purchases will be deducted from your Share or Share Draft account.

c. Online Banking. If we approve your application for

computer access to your accounts under the Online Banking service, a username and secure password can be selected by you. You must use your secure password along with your username to access your accounts. At the present time, you may use the Online Banking service to:

- Obtain account information related to any of your share and loan accounts regarding current balance, share draft and savings history, loan interest and pay off amounts, and direct deposits.
- Make transfers to other share or share draft accounts of yours or such accounts you have authorized in writing prior to such a transfer request.
- Withdraw funds from share, share draft, and line-of-credit accounts by check, made payable to you and mailed to you at your mailing address.
- Make loan payments from any share or share draft account to any loan account of yours that resides on Online Banking.
- Make bill payment transfers to such participating merchants you have authorized prior to such transfer.
- Reset your secure password.
- View statements
- View check images

A user is anyone who is granted access to your account via Online Banking. You may add, edit or delete other users and designate the level of access available to each individual user. Unless a user's access to particular accounts or services is specifically restricted by you, the user may have access to all of your accounts or services. This means that users will have access to information and may initiate online banking transactions for any of your accounts that may be accessed through the Online Banking Service, even if the user is not an authorized signer on such accounts. Any transactional activity initiated by a user is authorized by you, even if the activity involves an account on which the user is not a signer. Such authorization shall remain in effect until you provide Credit Union with notice that it has been revoked.

d. ACH (Automatic Clearing House) Transactions.

(1) Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security.

(2) Preauthorized Debits. You may make direct withdrawals from your account to a particular person

or company at least periodically which you have arranged with that person or company. This is provided you have enough funds in your account to cover the payments.

2. Service Limitations.

No withdrawal, transfer or purchase may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise 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. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

a. ATM Machines. You may withdraw up to \$810.00 (if there are sufficient funds in your account) per day at any authorized ATM. There is a limit of 3 ATM transactions that you may make with your Debit Card per day.

b. Debit Card/Point of Sale Purchases. You may make debit card purchases at participating merchants up to the amount available in your account or the maximum daily Credit Union limit of 35 transactions of \$12,500, whichever is lower; the limit for debit cards associated with Enhanced Monitoring Accounts is 35 transactions or \$30,000, whichever is lower.

c. Online Banking. You may make Online Banking transactions at any time seven (7) days per week. This service may be interrupted for maintenance from time to time.

(1) Transfers. You may make transfers between your share and share draft accounts or other accounts you authorize as often as you like. However, preauthorized transfers from a money market account, with Online Banking transfers, will be limited to a total of six (6) in any one month. You may transfer up to the available balance in your accounts at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

(2) Bill Payments. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. You must allow sufficient time for vendors to process your payment after they receive a transfer from the Credit Union. Please allow at least a seven (7) day lead time prior to your due date. The Credit Union cannot guarantee the time that

any payment will be credited to your account by the vendor and will not be liable for any service, fee, late charge, or finance charge.

3. Conditions of Card Use. The use of your Card and Account are subject to the following conditions:

a. 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.

b. 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. You may not use the card for any illegal or unlawful transactions and we may decline to authorize any transaction that we believe poses an undue risk to the Credit Union.

4. Security of PIN and Password.

a. Security. The access code ("personal identification number or PIN or security code or password") is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access codes you understand that person may use the service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

b. Authorization. If you authorize anyone to use your access codes, in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access codes immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access codes are changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your account services immediately.

5. 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, ATM or Mastercard Check Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, ATM or Mastercard Check Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. If you believe your ATM or Mastercard Check Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call:

(503) 588-0181 or (800) 688-0181, or come in to your nearest branch.

6. Fees and Charges. There are certain charges for electronic fund transfer services as set forth in the Service Pricing Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

a. ATM Fees. If you use an ATM that is not operated by us, you may be charged an ATM surcharge by the ATM operator or ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

b. Foreign Transactions. Purchases made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Mastercard International, Inc. is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any card transaction made in a foreign country.

7. Account Information Disclosure. 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 a government agency or court orders; or
- d. If you give us your express permission.

8. Termination of EFT Services. You agree that we may terminate this Agreement and your use of your EFT services, if you or any authorized user of your PIN breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your PIN or ATM or Mastercard Credit Card. We will notify you or any other party to your account if we have canceled or will cancel this 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.

9. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

FACTS WHAT DOES MAPS CREDIT UNION 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: ■ Social Security number and Account Balances	■ Payment History and Transaction History ■ Credit History and Credit Scores When you are no longer our customer, we continue to share your information as described in this notice. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.
How?	All financial companies need to share member personal information to run their everyday business.	In the section below, we list the reasons financial companies can share their member personal information; the reasons Maps Credit Union chooses to share; and whether you can limit this sharing.
Reasons we can share your personal informationDoes Maps Credit Union 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	Yes	Yes
For our affiliates’ everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	N/A
To limit our sharing	■ Call 1.800.688.0181 or email maps@mapscu.com ■ Visit us online: mapscu.com Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
Questions?	1.800.688.0181 or mapscu.com	

Maps Privacy Policy continued

Who we are	
Who is providing this notice?	Maps Credit Union, Maps Service Agency, Inc. and its subsidiaries and Maps Insurance Services.
What we do	
How does Maps Credit Union 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 Maps Credit Union collect my personal information?	We collect your personal information, for example, when you ▪ open an account or deposit money ▪ pay your bill or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes - information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choice will only apply to your information, but information may be shared for the benefit of a joint account owner.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ Maps shares with Maps Insurance Services.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ Maps does not share with nonaffiliates so they can market you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ Our joint marketing partners include investment, insurance, and other financial service companies.



P.O. Box 12398 • Salem, OR 97309
503.588.0181 call or text
mapscu.com • maps@mapscu.com

Astoria Branch

988 Commercial St, Astoria

Chemeketa Branch

4001 Winema Pl. NE, Suite 100, Salem

**High Street Branch
and Professional Center
Downtown Location**

465 Division St. NE, Salem

Hines Street Branch

1900 Hines St. SE, Suite 100, Salem

McNary Branch

111 McNary Estates Dr., Keizer

Monmouth Branch

163 N. Knox St., Monmouth

Oregon City Branch

15960 S. Agnes Ave., Oregon City

Seaside Branch

1150 N. Roosevelt Dr., Suite 101, Seaside

Silverton Branch

103 S. 2nd St., Silverton

Stayton Branch

105 Fern Ridge Rd. SE, Stayton

South Salem Branch

4615 Commercial St. SE, Salem

West Salem Branch

476 Glen Creek Rd. NW, Salem

Wilsonville Branch

29990 SW Town Center Loop W Suite C, Wilsonville

Woodburn Branch

1860 Newberg Hwy., Woodburn

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