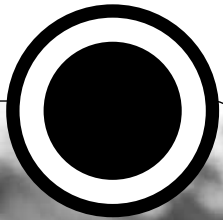


# Membership and Account Agreement

**maps**   
CREDIT UNION



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## **Maps Credit Union Membership and Account Agreement**

This agreement is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words “you” and “yours” mean those who sign the Account Card/Disclosure Agreement. The words “we,” “us,” and “our” mean the Marion & Polk Schools 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 Agreement and Account Card. By providing a written or electronic signature on the Account Card/Disclosure Agreement or other agreement or contract, opening or maintaining an account with us that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions, including the Funds Availability Policy, Online Banking and 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 and set forth on the Rate and Fee Schedule. You authorize us to check your account, credit and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for any accounts and services we may offer.

#### **2. Individual Accounts.**

An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent’s estate or payable on death (“POD”) beneficiary, if applicable.

### **3. Joint Accounts.**

An account owned by two or more persons is a joint account.

#### **a. Rights of Survivorship.**

If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card/Account Maintenance Form. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship, upon the death of one of the joint account owners, that person's interests will become the property of the surviving joint account owners. A surviving owner's interest is subject to the Credit Union's statutory lien and security interest for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

#### **b. Rights of Joint Account Owners.**

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment on items drawn on an account, withdraw or pledge all or any part of the shares of any account, excluding funds representing a membership share, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.

#### **c. Joint Account Owner Liability.**

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

### **4. Special Accounts.**

#### **a. POD/Trust Accounts.**

A Payable on Death (POD) or designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to

any named and surviving POD beneficiary designated on the Account Maintenance Form. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have an obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

**b. Fiduciary Accounts.**

A fiduciary account is an account opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order or trust instrument establishing the fiduciary relationship or a Representative Payee authorized by the Social Security Administration ("fiduciary"). The account owner is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner but has no ownership interest in the account. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or owned by the Account owner for deposit with or collection by the Credit Union and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from the Credit Union, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner or written notice of revocation is received by the Credit Union either by a court appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify the Credit Union of any change in the account owner's status affecting the deposit relationship between the account owner and the Credit Union. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order or instrument establishing the fiduciary relationship. The Credit Union may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless the Credit Union has actual notice of wrongdoing. 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 any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner.

The account owner and fiduciary agree to indemnify and hold Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which Credit Union relies prior to any actual notice of any account change or change of account owner.

#### **5. Accounts for Minors.**

For any account established by or for a minor, the Credit Union reserves the right to require the minor account owner to have a parental joint account owner who is at least eighteen (18) years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card/Maintenance Form. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless the guardian is a joint account owner, the guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the Account Card. The Credit Union shall not change the account status when the minor reaches age eighteen (18), unless authorized in writing by all account owners.

#### **6. Accounts of Businesses and Organizations.**

Accounts held in the name of a business or association member are subject to the same terms set forth in this agreement and the following additional rules. 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 a business may not be cashed, but must be deposited to a business 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. By signing the Account Card, the business or organization certifies that it does not engage in internet gambling business, and will notify the Credit Union before engaging in any internet gambling business in the future.

#### **7. Deposit Requirements and Limitations.**

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. 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 an 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 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.”

**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. 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 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.

**8. Account Access.**

**a. Authorized Signature.**

In order to access any account, the Credit Union must have an authorized signature of yours on file. 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 this 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. 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 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, and the Originator will not be considered to have paid the amount of the credit transfer to your account. 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. 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.

**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 share draft 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”) agreement subject to the terms in section III. ELECTRONIC FUNDS TRANSFER. You authorize us honor any

electronic check conversion from your share draft 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, the 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 in section

**iii. Electronic Funds Transfer.** If you want to reverse an electronic re-presented check, you must give us an affidavit within 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 credit 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 credited due to a prior stop payment order or if the item is otherwise ineligible for collection.

## **9. Account 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, which is 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.

## **10. 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 not less than 7 days and up to 60 days, as required by law, before such withdrawal.

## **11. Insufficient Available Funds to Pay Items.**

### **a. Order In Which Checks and Other Items Are Paid.**

In general, we pay checks and other transactions in the order in which they are presented to us for payment, regardless of when you issued or authorized them. Insufficient balances on your account may result from 1) checks, 2) automated clearing house (ACH) debits such as online bill payment transactions, 3) payments authorized by an owner or other withdrawal requests, 4) items deposited by an owner and returned unpaid by the paying institution, and 5) imposition of service charges. 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 up to 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. You should be certain there are enough funds in your account at all times to pay checks or other transactions you authorize, or those checks or transactions will be handled according to the overdraft and insufficient funds terms of this Agreement, or paid under one of our check overdraft services if applicable. You agree that we may change these practices at any time without prior notice to you to address data processing constraints, changes in law, regulation, clearing house rules or business concerns.

### **b. Determination of Available Balance to Pay Items.**

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 checks, ACHs, and other 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 we have 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.

**c. Responsibility for Items Presented Against Insufficient Available Funds.**

If on any day, the available funds in your checking account are not sufficient to cover checks and other items 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. 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.**

If we approve your request for overdraft protection, we will provide an overdraft protection plan for you. We will honor scheduled Bill Pay requests, Automated Clearing House (ACH) debits, Debit Card ATM withdrawals or purchases, and drafts drawn on insufficient funds in any checking account, by transferring the necessary funds from a loan account or a deposit account of yours to your checking account. Unless otherwise directed, we will transfer funds to your overdrawn account from the following accounts in the order requested by the member: Solid Gold or GoldLine Line-of-Credit Account, or Share Savings Account. The fee for overdraft transfer is set forth on the Rate and Fee Schedule. Transfers from a deposit account will be governed by this Agreement. Transfers from your GoldLine or Solid Gold account will be governed by the applicable 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. For overdrafts resulting from ATM and debit card purchase transactions you must opt-in to the Courtesy Pay service for these accounts before we can offer the service or charge a fee for payment of any overdrafts. For all other transactions, 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](mailto:maps@mapscu.com) or PO Box 12398, Salem, OR 97309.

## **12. 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.

## **13. 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 share draft 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 item and the number of the check or originator of the ACH debit. 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. The stop payment will remain in effect unless the Credit Union is notified in writing to release the stop. 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 indorsee in failing to stop payment of an item as a result of incorrect information provided by you.

**14. 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.

**15. 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 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. 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 nonactions 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.

**16. 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 at any time 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.

#### **17. 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.

#### **18. 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.

#### **19. 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 attempt to communicate with you 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 in person, by phone, by letter/fax, loan payment coupons, and through Online Banking. 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. Telephone and Contact Notice**

You authorize Maps Credit Union to contact you at any telephone number you provide to the credit union for important account information related to any account you have with the credit union.

You also authorize the credit union to contact you at that number to provide you with information about other products



and service. This information may be provided via pre-recorded messages or by using auto dialing services.

Providing this consent is not required to obtain services and you can opt out at any time by contacting the credit union.

**c. 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. Amendments requested by you, or any one joint owner, such as adding or closing a new type of account or service, may be made by telephone instruction. You agree that oral instructions or e-mail are binding and agree to hold the Credit Union harmless from any liability arising as a result of such instructions. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by a signed Account Card which, upon execution, 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.

**d. 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.

**20. Taxpayer Identification Numbers (TIN) and Backup Withholding.**

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend-bearing account until a TIN is provided.

**21. 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 (or any substitute check) become property of the Credit Union and will not be returned to you. You agree to keep a copy or carbon 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. You understand your statements are made available to you on the date the statement is mailed to you, unless you have requested that they be made available to you electronically, in which case you understand and agree that they are made available on the date you are electronically notified of their availability. You also understand and agree that drafts or copies including electronic images thereof are made available to you on the date the statement is mailed to you, or otherwise made available electronically if agreed to by you, even if the drafts do not accompany the statement.

**b. Electronic Statements.**

If your statement is provided electronically, statements will be electronically mailed to you as an attachment or made available to permit you to access, review, print and otherwise copy/download your periodic statements from our website 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. Please be aware that your account statement may not show all owners, POD beneficiaries, or other persons with an interest in the account. If you wish to confirm the ownership, beneficiary designations, or other features of your accounts, please contact the credit union.

**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 (1) 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 (2) 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 charge 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.

**22. Inactive and Abandoned Accounts.**

If you have an account that you have not made a withdrawal from, deposit to, or transfer involving your account for more than six months and the Credit Union has been unable to con-

tact you by regular mail during that period, the Credit Union may classify your account as an inactive account and may charge an inactive account service fee as allowed by applicable law and set forth on the Rate and Fee Schedule. Thereafter, dividends will not be paid on the account if the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee until closed by the member. You authorize us to transfer funds from an available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for three (3) years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

### **23. Death of Account Owner.**

The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in 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 a member's death, the Credit Union may pay checks or honor other 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 item. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

### **24. 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; (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) if you communicate or act in an abusive or threatening manner to any Credit Union staff. 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.

**25. Termination of Membership.**

You may terminate your membership at the Credit Union in writing when done in person, by letter signed by the members, over the phone, or through the Online Banking Message Center. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union, or due to any member's abusive or threatening conduct to a Credit Union official or employee.

**26. Special Account Instructions.**

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. 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. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given Power of Attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union. 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.

**27. 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.

**28. 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.

## **29. 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 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 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 inside a branch with a staffed teller during a business day, we will consider that day to be the day of your deposit. Deposits that are mailed will be considered deposited on the day the deposit is received. Deposits placed in a night depository after 8:30 A.M. will be considered deposited on the next business day. Deposits placed in an ATM after 4:00 P.M. will be considered deposited on the next business day. The first \$225 of the daily aggregate ATM deposit(s) will be available immediately. Aggregate daily deposits made in excess of \$225 at Maps owned or operated ATMs may not be available until the second business day after the date of your deposit(s), not counting the day of deposit. Deposits at machines other than those owned or operated by Maps may not be available until the fifth business day after the day of your deposit under our current funds availability policy.

### **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 you deposit, funds may not be available until the second business day or longer after the day of your deposit. However, the first \$225 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 \$5,525.00 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, i.e., 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. Foreign Checks.**

Checks drawn on financial institutions located outside the US (foreign checks) cannot be processed in the same way as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn. We will charge a fee (listed in the Fee Schedule) for processing foreign checks.

#### **6. Special Rule for New Accounts.**

If you are a new member, the following special rules will apply during the first 30 days your checking account is open. Funds from cash, wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. We reserve the right to delay availability of check deposits for nine business days. The first \$5,525 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 business day of your deposit if the deposit meets certain conditions; for example, the checks must be payable to you. The excess over \$5,525 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.

### **III. ELECTRONIC FUNDS TRANSFERS AGREEMENT**

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”), Online Banking, Bill Pay, 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

#### **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 \$400 (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 and a daily deposit limit of \$25,000.

##### **b. Debit Card/Point of Sale Purchases.**

There is a limit of 25 purchase transactions that you may make with your Debit Card per day. There is a maximum daily limit of \$25,000.

##### **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, including telephone and 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's 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 PIN, 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 PIN and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Check Card transactions see the Debit Card Agreement and Disclosure. For all other EFT transactions if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Your liability for unauthorized line-of-credit transactions through an EFT service is \$50.00.

Also, if your statement shows EFT transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized Check Card purchase transactions—up to the limits set forth above and (ii) for all other unauthorized EFT transactions—up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time period.

If you believe your card has been lost or stolen or that someone has transferred money from your account without your permission, call: (503) 588-0181 or (800) 688-0181, come in to your nearest branch, or write us at Maps Credit Union, PO Box 12398, Salem, OR 97309

To block lost or stolen credit or debit cards:

- Call: 503-588-0181 or 1-800-688-0181

## **6. Business Hours.**

Our Drive-up hours are: Monday -Thursday, 8 a.m.-5:30 p.m.; Friday, 8 a.m.-6 p.m.; and Saturday, 10 a.m.-2 p.m. The lobbies are open Monday-Thursday, 9:30 a.m.-5:30 p.m.; Friday, 9:30 a.m.-6 p.m.; and Saturday, 10 a.m.-2 p.m. **The WU Branch and Chemeketa Campus Card Office have limited hours based on the campus schedules.** The Stayton Branch does not have a drive-up.

## **7. Fees and Charges.**

Currently, there are no fees for Online Banking, or Bill Pay services for personal accounts. We reserve the right to charge fees in the future. We will notify you of any changes as required by law. Deposit transfers and withdrawals and line of credit advances will be subject to the terms of the Account Agreement, GoldLine and Solid Gold Account Agreement,

Credit Card Account Agreement, or home equity line-of-credit account agreement.

There may be a monthly service charge for the Bill Pay service for business accounts. If so, the fee is set forth in the Business Rate & Fee Schedule.

## **8. Right to Receive Documentation of Transfers.**

### **a. Periodic Statements.**

Transfers and withdrawals transacted through Online Banking and are identified on your periodic statement as “Online Banking,” and with Bill Pay transactions, “Online Banking” plus payee. You will receive a statement monthly unless there is no transaction in a particular month.

### **b. Direct Deposits.**

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not have a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (503)588-0181 or (800) 688-0181. This does not apply to transactions occurring outside the United States.

## **9. Account Information Disclosure.**

We will disclose information 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; and
- d. If you give us your written permission.

## **10. 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. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online Banking services and may have referred to such communication as “secured”, we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the

exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- a. If through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong PIN or used your PIN in an incorrect manner.
- c. If the account has been closed and cannot be used.
- d. If your computer fails or malfunctions or the Online Banking system was not working properly and such problem should have been apparent 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 an administrative hold, legal process or other claim.
- g. If the error was caused by a system not within the Credit Union's control.
- h. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- i. If there are other exceptions as established by the Credit Union.

#### **11. Preauthorized Electronic Fund Transfers.**

##### **a. Stop Payment Rights.**

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number and address stated above any time up to three (3) business days before the scheduled date of the 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 not require 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 amounts, the company you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

##### **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.

## **12. Termination of EFT Services.**

You agree that we may terminate this Agreement and your EFT services, if:

- a. You or any authorized user of your PIN, breach this or any other agreement with us.
- b. We have reason to believe that there has been an unauthorized use of your PIN.
- c. We notify you or any other party to your account that we have cancelled or will cancel this Agreement.
- d. You are terminated from Credit Union membership. 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 the 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.

## **13. 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.

## **14. Billing Errors.**

In case of errors or questions about electronic transfers, telephone or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our

investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

#### **IV. LEGAL DISCLOSURE — “CHECK 21”**

##### **Substitute Checks and Your Rights**

To make check processing faster, federal law permits financial institutions to replace original checks with substitute checks. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check. You may use a substitute check as proof of payment just like the original check.” Some of the checks that you receive back from us may be substitute checks. This notice describes the rights you have when you receive substitute checks from us. The rights in this notice do not apply to other check copies or images we provide to you or to original checks or electronic debits to your account. However, you have rights under other laws with respect to those transactions.

##### Your Rights Regarding Substitute Checks

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF or refund check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are entitled to interest/dividends on the amount of your refund if your account is an interest/dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws. If you use this procedure, you may receive up to \$2500 of your refund (plus, interest/dividends if your account earns interest/dividend) within ten (10) business days after we receive your claim and the remainder of your refund (plus interest/dividends, if applicable) not later than forty-five (45) calendar days after we receive your claim. However, we may reverse the refund (including any interest/dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### Refund Claims

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Credit Union account, please contact us at Maps Credit Union, PO Box 12398, Salem, OR 97309, or call us at 1-800-688-0181. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following check information to help us identify the substitute check: the check number, payee, amount and date of check.

## V. Maps Privacy Policy

<b>FACTS</b>	<b>WHAT DOES Maps Credit Union</b>
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
How?	All financial companies need to share member personal information to run their everyday business.

### Reasons we can share your personal information

**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

**For our marketing purposes** – to offer our products and services to you

**For joint marketing with other financial companies**

**For our affiliates' everyday business purposes** – information about your transactions and experiences

**For our affiliates' everyday business purposes** – information about your creditworthiness

**For our affiliates to market to you**

**For nonaffiliates to market to you**

To limit  
our sharing

- Call 1.800.688.0181
- Email [maps@mapscu.com](mailto:maps@mapscu.com)
- Visit us online: [mapscu.com](http://mapscu.com)

Questions?



## DO WITH YOUR PERSONAL INFORMATION?

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.

- 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.

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.

Does Maps Credit Union share?	Can you limit this sharing?
Yes	No
Yes	No
Yes	No
Yes	Yes
Yes	Yes
Yes	Yes
No	N/A

**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.

Call 1.800.688.0181 to go to [mapscu.com](http://mapscu.com)

## Maps Privacy Policy continued

### Who we are

**Who is providing this notice?**

### What we do

**How does Maps Credit Union protect my personal information?**

**How does Maps Credit Union collect my personal information?**

**Why can't I limit all sharing?**

**What happens when I limit sharing for an account I hold jointly with someone else?**

### Definitions

**Affiliates**

**Nonaffiliates**

**Joint marketing**

Maps Credit Union, Maps Service Agency, Inc. and its subsidiaries and Maps Insurance Services

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.

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.

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.

Your choice will only apply to your information, but information may be shared for the benefit of a joint account owner.

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Maps shares with Maps Insurance Services.

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.

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 or 1.800.688.0181  
mapscu.com • maps@mapscu.com

**Branch Lobby Hours**

Monday - Thursday 9:30 am - 5:30 pm  
Friday 9:30 am - 6:00 pm  
Saturdays 10:00 am - 2:00 pm

**Drive-up Hours**

Monday - Thursday 8:00 am - 5:30 pm  
Friday 8:00 am - 6:00 pm  
Saturdays 10:00 am - 2:00 pm

**Chemeketa Branch**

4001 Winema Pl., NE, Suite 100, Salem

**Hines Street Branch**

1900 Hines St., SE, Salem

**McNary Branch**

111 McNary Estates Dr., Keizer

**Monmouth Branch**

163 N. Knox St., Monmouth

**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

**Woodburn Branch**

1860 Newberg Hwy., Woodburn

**ATMs**

Most branches have walk-up and/or drive-up ATMs.  
You can also find ATMs at these locations:

**Chemeketa Community College**

Building 2, Salem

**Maps Dan Penn Administration Building**

451 Division Street, NE, Salem

**Willamette University**

Putnam Center Building, Salem



Federally Insured by NCUA

