



# Membership and Account Agreement

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This Membership Agreement ("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 or approve an electronic application. The words "we," "us," "our," and "it" mean Peak Credit Union ("Credit Union"). The word "account" means any one or more deposit accounts you have at the Credit Union.

By signing the Membership Application or completing and transmitting an online account authorization or service request that is a part of the Agreement, or by using this account, each account owner, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Services Agreement, Overdraft Options Disclosure, Privacy Policy, and the Truth-in-Savings Disclosures ("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.

The terms of this Agreement apply to consumer members, the primary account owner may enroll in the accounts and services and is responsible for the acts of any joint account owner. Any joint account owner or an authorized user, acting alone, may effect transactions on the accounts through the services in this Agreement.

**IMPORTANT INFORMATION ABOUT OPENING NEW ACCOUNTS:** To help the government fight terrorism funding and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **I. MEMBERSHIP AND ACCOUNTS**

**1 Membership Eligibility.** To be eligible for membership, you must be an individual or entity qualifying within the Credit Union's field of membership, have a valid Social Security Number ("SSN") or Tax Identification Number ("TIN"), and must open and maintain a savings account as required by the Credit Union's Bylaws. You authorize us to check your financial information data and employment history by any means allowed by law, including obtaining credit reports and credit scores from third parties, including consumer reporting agencies (e.g. Chex Systems, etc.) from time to time to determine your eligibility for accounts and services we may offer or you request from time to time.

**2 Account Ownership & Designations.** The classification and form of ownership of your accounts are designated on your Membership Application. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or Payable-On-Death ("POD") beneficiary, may be invalidated upon the Credit Union's receipt of marriage dissolution notice or a testamentary disposition, as required by applicable law.

**3 Individual Accounts.** An individual account is an account owned by one depositor, including any individual, trust, or other fiduciary relationship 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 POD beneficiary or decedent's estate, if applicable.

**4 Joint Accounts.** An account owned by two or more persons is a joint account. Any account in which you request joint ownership with another party will be an individual account until the Credit Union receives a Membership Application signed by you and the joint owner(s), at which time the account will be a jointly owned account and the following joint ownership rights will apply.

**a. Joint Ownership.** Joint owners do not have rights of membership. Joint owners are not members unless they are eligible and qualified as members and have separate accounts in their own names. Any joint owner on a share savings account is authorized as joint owner on all deposit sub-accounts under that account (with the exception of Individual Retirement Accounts).

**b. Rights of Survivorship.** If your account is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account owner, that person's interest will become the property of the surviving joint account owner(s).

**c. Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). The Credit Union may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. No joint owner may be removed from an account unless all joint owners consent in writing to the removal. Any account owner, including any joint owner, may withdraw all funds in the account, stop payment on items drawn on the account, withdraw, or pledge all or any part of funds in the account, without the consent of the other account owner(s), and the Credit Union shall have no duty to notify any of the other account owner(s), including any joint owner(s). If the Credit Union receives

written notice of a dispute between account owners or receives inconsistent instructions from them, we 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.

**d. 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 account owners, including any joint owners, is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner, including any joint owner, is indebted to the Credit Union, we may enforce our rights against any or all funds in the joint account, regardless of who contributed funds to the joint account.

**e. Access to Information of Joint Account Owners.** You understand and agree that if you are a joint owner on a deposit account, all of your other accounts, individual or joint, are linked and the information related to these accounts may be viewed in the Online Banking program by any other joint owner. The Credit Union has no responsibility and will not be liable for providing such account information access to joint owners on your account. To avoid such account information access, you may withdraw as a joint owner or close the account as permitted above.

**5. Payable-on-Death Beneficiaries.** A POD designation is an instruction to the Credit Union that a designated account is 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 by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. Any POD beneficiary designation shall not apply to specialty accounts such as Individual Retirement Accounts and Education Savings Accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any 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.

**6. Minor Accounts.** 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 or custodian who is at least eighteen (18) years of age and who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, unpaid fees, or amounts on such account. The Credit Union may make payments of funds directly to the minor without regard to his or her minority. 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 TIN must be shown on the Membership Application. The Credit Union shall not change the account status prior to the minor reaching age eighteen (18), unless authorized in writing by all account owners. When the minor reaches age eighteen (18), the account ownership will not change unless there is a written order from all account holders. Upon turning eighteen (18) minor accounts will convert to standard, full member accounts.

**7. Fiduciary Accounts.** A fiduciary account is one 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 U.S. Social Security Administration or U.S. Department of Veteran's Affairs ("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. 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 us 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 the Credit Union harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which the Credit Union relies prior to any actual notice of any account change or change of account owner.

**8. Deposit Requirements.** Funds may be deposited to any account in any manner approved by the Credit Union, in accordance with the requirements set forth on the Fee Schedule. All accounts are non-assignable and nonnegotiable

to third parties. 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 warranties and indemnity. If you do so, you agree to indemnify the Credit Union for all losses we incur 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, at 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 we choose to supply such endorsements. The Credit Union reserves the right to verify all endorsements on third-party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require endorsements as set forth on the back of the check, the Credit Union may require an endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and one and one-half (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 due to the delay or error.

**b. Collection of Items.** The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until we actually receive 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. 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.

**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 fee on your account. After we receive 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 fees 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 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 (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or preauthorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon a bankruptcy filing, 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 Deposits.** Deposits made on Sundays and Credit Union holidays will be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by the Credit Union, and are subject to adjustment based on our verification of the items deposited. 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 us for credit to your account or for collection. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

## **9. Account Access.**

**a. Authorized Access.** The Credit Union is authorized to recognize a valid authorization or signature of yours but will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you authorize the use of an electronic or facsimile signature, the Credit Union may honor any draft that appears to bear your electronic or 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 that is permitted by the Credit Union (i.e., check, Automated Teller Machine ("ATM"), debit card, in person, by mail, automatic transfer, online banking, or telephone). If the Credit Union accepts any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by us.

**c. Electronic Check Transactions.**

**i. Electronic Checks.** If you authorize a merchant to electronically debit your account using the routing number, 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 your Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.

**ii. Electronic Re-presented Checks.** If you write a check on your 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 its amount. 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 service subject to the terms of your Electronic Services 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 proper notice or affidavit from you within the fifteen-(15) day period, we will re-credit your account in 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 of electronic loan or bill payments. If you ask us to request the depositor's bank 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 re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

**d. ACH Transfers.** If offered, you may initiate or receive credits or debits to your account via automated clearing house (ACH) transfer. You agree that if you receive funds by an 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. Credit given by the Credit Union to you with respect to an ACH credit entry is provisional until the Credit Union receives final settlement for such an entry through a Federal Reserve Bank. If the Credit Union does not receive such final settlement, you are hereby notified and agree that the Credit Union is entitled a refund of the provisional amount credited to you in connection with such entry, and the party making payment to you (i.e. the originator of the entry) shall not be deemed to have paid you the amount of such entry. 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. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). Under those rules, the Credit Union is not required to give next day notice to you of receipt of an ACH item, and the Credit Union will not do so. However, the Credit Union will continue to notify you of the receipt of ACH payments in your periodic statement. Also, if you have revoked your authorization for previously authorized ACH transactions, the Credit Union will not be responsible for the unauthorized ACH debits to your account if you fail to notify us in writing within fifteen (15) days after we mail or make available to you the statement containing that entry.

**e. International ACH Transactions.** You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by the Credit Union's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending the Credit Union's review of the IAT Entry, and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations

**f. Wire Transfers.** You may initiate wire transfers from your account. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. We will charge your account for the amount of any authorized funds transfer including any wire transfer fees as set forth on the Fee Schedule. International wire transfers are governed by the CFPB Regulation E. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction.

**i. Security Procedures.** You agree any wire transfer order will be subject to the agreed security procedures including: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and agreed callback procedures. For wire transfer orders processed through facsimile or by telephone we may require a call back password verification. If we are unable to reach you by phone to verify the password security within two business days of your wire request, we may cancel the wire request without notice. You agree if we comply with the agreed written security procedures you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If we do not follow the agreed security procedure, but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and requirements and for any reason, except when prohibited by law.

**ii. Notice of Errors & Liability.** It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for and you agree to hold us harmless from any loss which you could have prevented. You agree to indemnify and hold the Credit Union harmless from any liability, damages or expenses including reasonable attorney's fees, resulting from acts, omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. We will be excused from delaying or failing to act if caused by emergency conditions or other circumstances beyond the Credit Union's control. In no event shall we be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after receipt by us; however, we shall use reasonable efforts to act on a cancellation or change request so long as it is received in a reasonable time within which to act upon such instructions. We shall have no liability if the cancellation or change is not effected. You may not initiate any wire transfer to facilitate any transaction related to internet gambling. In the event that the funds transfer is delayed or erroneously executed and a loss is suffered as a result of our error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under UCC Article 4A to pay interest you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. The origination of Domestic Wire Transfer orders through the Credit Union shall be governed by Washington law, UCC Article 4A, and Federal Reserve Regulation J, any Wire Transfer Authorization and this Agreement.

**g. Credit Union Examination.** The Credit Union may disregard information on any check other than the signature of the drawer, 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.

**10. Account Rates and Fees.** The Credit Union's payment of dividends or interest on any account is subject to the account rates, fees, earnings, payment, and balance requirements as set forth on the Fee Schedule. You agree the Credit Union may impose fees for the deposit account services provided by us. A current Fee Schedule has been provided to you separately. You agree the Credit Union may change the Fee Schedule from time to time and you will be notified of such changes as required by law.

## **11. 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 plan. Checks or other transfers, or payment orders which are drawn against insufficient available funds, will be subject to a service fee, set forth in the 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. The Credit Union may also refuse to allow a withdrawal in other cases. For example: any dispute between the owners about the account occurs (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 written notice of any intended withdrawals from any account (except checks) of not less than seven (7) days and up to sixty (60) days, as required by law, before such withdrawal.

**b. Transfer Limitations.** A preauthorized transfer includes any arrangement with the Credit Union to pay a third party from your account upon oral or written orders, including orders received through ACH portals. There is no limit to the number of transactions you may make in the following manners: (i) transfers to any loan account with the Credit Union; and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union may refuse or reverse the transfer, and your account will be subject to suspension or closure and we may impose a fee.

## 12 Overdrafts.

**a. General Overdraft Liability.** If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH or debit card) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an insufficient funds (NSF) fee immediately. If we do not pay the check or item we will return it unpaid and you agree to pay a return item fee.

**b. How We Process Checks & Items.** The Credit Union may authorize a transaction when you use your debit card to conduct transactions with merchants or POS facilities. For purposes of determining an overdraft, the Credit Union's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than the time you conduct the transaction or receive a transaction authorization request.

Overdrafts will be determined based on the available balance in your account at the time of presentment. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have made and deposited checks held pursuant to our funds availability policy. If the available balance in your account is less than the transaction amount of the check or item presented (other than a debit card transaction that we authorized against a positive available balance), the item will be considered an overdraft and will be returned or declined or may be paid. A card transaction that when initially authorized creates or increases a negative balance may create an overdraft when the card transaction is presented. The Credit Union has no control over the timing when checks or other items are presented. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view your available balance through Online Banking and at ATMs to avoid an overdraft.

Transactions may not be presented in the order which they occurred and the order in which checks or items are received and processed may affect if an overdraft occurs. The Credit Union processes checks and items as follows: (i) checks are generally paid in the chronological order they are received, but if multiple checks are received in a single day, they are processed in check number order (ii) for ACH items, credits are processed first and ACH debits processed second, and (iii) debit card transactions are paid in the chronological order they are received.

**c. Overdraft Protection Plans.** If we approve your request for overdraft protection, we will provide an overdraft protection plan for you.

**i. Transfers from Savings.** We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a savings account or other deposit account as you designate. If you have enough funds in your savings account, you authorize us to transfer funds in \$100 increments to cover the overdraft. If your savings account balance is insufficient to cover the overdraft amount, we will not make any transfer that overdraws your savings account. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is an overdraft transfer fee for each overdraft transfer as set forth on the Fee Schedule. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

**ii. Transfers from Line of Credit.** We will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from a Line of Credit Account of yours, if applicable, unless you designate a different order. If you are within the credit limit of your line of credit account, you authorize us to transfer funds in \$100 increments to cover the overdraft. If your credit limit is insufficient to cover the overdraft amount, we will not transfer any amount. Unless another overdraft protection plan applies, we will return the check or item unpaid. There is no cash advance fee, but interest will begin to accrue from the date of any advance transfer. You may opt out of this overdraft transfer service at any time by notifying us verbally or in writing.

**iii. Overdraft Services.** We offer a discretionary overdraft service (Standard Overdraft and Expanded Overdraft) to cover overdrafts on your checking accounts. The Credit Union offers Standard Overdraft to eligible checking account owners who qualify. To qualify you must be 18 years or older and be a member in good standing. Standard Overdraft is not offered to minors, fiduciary, or organizational accounts or anyone who has caused a financial loss to the Credit Union, or anyone with a past due loan payment at the Credit Union. Standard Overdraft is provided to qualified accounts automatically for checks, ACH, and recurring debit transactions to all eligible consumer checking account owners. Expanded Overdraft will be provided for everyday debit card purchase transactions only if you expressly request ("opt-in") to the service for these transactions

**d. Terms & Conditions of Overdraft Services.** The terms for qualifying for Overdraft Services are set forth in the Overdraft Options Disclosure. Overdraft Services will be provided under the following terms and conditions.

**i. Discretionary Service.** The Credit Union offers Standard Overdraft to eligible consumer checking account owners who qualify. Standard Overdraft is provided to qualified accounts automatically for checks, ACH, and recurring debit transactions; and you have the option to opt-out of the service at any time. Expanded Overdraft

coverage will be provided for everyday debit card transactions only if you request it be added to your account. By expressly requesting this service ("opt-in"), you agree to the terms and conditions of this service as outlined by the Credit Union. Under our Overdraft Services, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We will not pay an overdraft for you in excess of any limit we have established for your account type. Also, we may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you.

**ii. Overdraft Transactions Covered.** Subject to the opt-in requirement set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance ("overdrafts"), may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

**iii. Overdraft Limit.** Under our Overdraft Service, the Credit Union may pay overdrafts up to a limit to which you qualify, and we may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. The limit includes any fees or charges previously imposed and items previously paid but does not include fees or charges that may be imposed in connection with currently presented items. This overdraft limit will not be included or reflected in the actual balance of your account provided by a teller, at ATM or POS facilities, through online services or on your periodic statements. If you have reached your overdraft limit, any checks or items presented to us will be returned for insufficient funds.

**iv. Notification.** We will notify you by mail if you have any overdraft transaction. If you enroll in electronic document delivery we will notify you of any overdraft transactions electronically. However, we have no obligation to notify you before we pay or return any item.

**v. Actual Balance vs. Available 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, if applicable, or transferring funds from another account. Available balance is generally equal to your actual balance minus the amount of holds placed for (i) electronic or debit transactions that we have authorized (and therefore are obligated to pay) but not yet settled to your account and (ii) holds or other restrictions on deposited funds that have not yet cleared. Available funds means the amount of your available balance. 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.

**vi. Overdraft Fees.** There is an overdraft fee for each overdraft check or item we pay as set forth on the Fee Schedule. If your actual balance is less than \$0 after the overdraft is paid, a fee will be charged. If the actual balance is \$0 or more after the overdraft is processed, no fee is charged. If we do not pay the overdraft, there is a Returned Item fee for each check or item we return as set forth on the Fee Schedule. We may charge a fee each time a check or item is submitted or resubmitted for payment and we either return or pay the overdraft. Therefore, you may be assessed more than one fee as a result of a returned item or any resubmission(s) of the returned item that overdraws or would overdraw your account. There is a limit of 25 overdraft transactions that we will cover in a month. If you have excess overdraft activity we will not cover such overdrafts and we will notify you in writing to consider discontinuing the Service. These fees may be amended as set forth in our Fee Schedule.

**e. Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 30 days of initial notice from us, we may immediately suspend Overdraft Services. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies.

**f. Member Opt-Out Right.** We offer Overdraft Services as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may opt out of Overdraft Services at any time by notifying us verbally or in writing. We may require that any verbal opt-out be confirmed in writing. You understand that by opting out of this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any Returned Item fees. You are still responsible to pay any overdraft, even if you have opted out of the service.

**g. Credit Union Contact.** For any questions or to exercise your opt-out right from Overdraft Services, contact the credit union at 800.253.3115 or write Peak Credit Union, PO Box 718, Olympia, WA 98507.



**13. Postdated and Stale-Dated Checks.** You authorize us to accept and pay any check, even if it 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 it in time for us to notify our 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 systems to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date we pay the item. You may make an oral notice that will lapse within fourteen (14) days unless continued in writing within that 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 drawn on your account that is presented more than six (6) months after its date.

**14. Stop Payment Orders.**

**a. Stopping Payment Requests.** 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, mail, with online banking or in person. For checks, the stop payment will be effective if the Credit Union receives the order in time for us to act upon it, and you state the account number, date, and check number; its exact amount; and to whom it was issued. If you give the Credit Union incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. For ACH debits, the stop payment order must be received at least three (3) business days before the scheduled date of the transfer. You must state the account number, date, and the exact amount of the item, as well as the number of the item or originator of the ACH debit. If the stop payment order is not received in time for the Credit Union to act upon it, the Credit Union will not be liable to you or to any other party for payment of the item. If we re-credit 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 item to the Credit Union, and to assist the Credit Union in legal action taken against the payee.

**b. Duration of Order.** You may make an oral or written stop payment order which will result in placement of a stop payment on the requested item, when received as outlined in section (a). You may notify us at any time if you want the stop payment request to expire after you have placed it. A written stop payment order will be effective for six (6) months on checks and will not expire for ACH items. A stop payment order on a check may be renewed in writing for an additional fee. The Credit Union is not obligated to notify you when a stop payment order expires. You may be charged a fee for each stop payment request. Please note that if you are disputing an ACH item that has already been paid, you will be required to complete and sign a Written Statement of Unauthorized ACH Transaction.

**c. Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the 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 or entity, 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 for failing to stop payment of an item as a result of incorrect information provided by you.

**15. Credit Union's Liability for Errors.** If the Credit Union does not properly complete a transaction according to this Agreement, we may be liable for your losses or damages, but 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 sufficient available funds to make the transaction; (b) circumstances beyond the Credit Union's control prevent the transaction; (c) your loss is caused by your negligence, including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account are subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, U.S. 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 terms of this 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. You understand and agree that the Credit Union may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or image copy is as valid as an original document.

**16. Credit Union's Lien and Security Interest.** To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness without further notice to you. If the Credit Union chooses not to enforce its lien, we do not waive our 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 to the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts

are non-assignable and nontransferable to third parties without our prior written consent.

**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 any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal processes, 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 we obtain a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies, or court orders; or (d) you give us your express permission.

**19. Notices.**

**a. Name or Address Changes.** It is your responsibility to notify the Credit Union of 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 us. The Credit Union will accept notices of changes in address and any other notice from you to us only if provided in writing, in person, by telephone, with online banking, or by secure messaging. If the Credit Union attempts to locate you, we may impose a service fee as set forth in the Fee Schedule.

**b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. The Credit Union reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint owner. Only a member may remove another joint owner from the account. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

**c. Effect of Notice.** Any written notice you give to the Credit Union is effective when it is actually received by us. The Credit Union reserves the right to accept oral instructions, and you agree to hold the Credit Union harmless from any liability as a result of such instructions. Any written notice the Credit Union gives to you is effective when it is deposited in U.S. Postal Service mail, postage-prepaid and addressed to your address on record with the Credit Union. Notice to any one account owner is considered notice to all account owners.

**d. Negative Information Notice.** We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

**e. Electronic Signatures.** You understand and agree that your electronic consent, execution or authorization is your electronic signature, which specifically records your signature and assent to the Membership and Account Agreement, and constitutes your agreement to the terms and conditions of the Agreement. You agree your electronic signature captured and stored by this means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

**f. Consent to Communications.** By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor and record phone conversations made or received by our employees. You may revoke this authorization at any time by providing the Credit Union with your written revocation.

**20. Taxpayer Identification Number (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 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 delay the opening of your account.

## **21. Statements.**

**a. Contents.** If the Credit Union provides a statement of 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 (1) statement is necessary for a multiple-party account. For checking accounts, you understand that, when paid, your original check (or any substitute check) becomes property of the Credit Union and may 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 that we 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. You understand your statements and checks are made available to you on the date the statement is mailed or made available to you.

**b. 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 check or item drawn on your account if (i) 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 (ii) any items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized EFTs as set forth in the Electronic Services Agreement.

**c. Notice to Credit Union.** You agree that the Credit Union's retention of checks does not alter or waive your responsibility to examine your statements and check copies, or the time limit for notifying us 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 us in writing within the above time limit after the statement is mailed or made available to you.

**d. Electronic Statements (Online Statements).** If you have elected to receive your statement electronically, it will be available through online banking to access, review, print, and otherwise copy or download on the eighth day of each month for the previous period's statement, as disclosed in your Online Statement Agreement.

**22. Inactive and Abandoned Accounts.** If you have an account you have not made a withdrawal from, deposit to, renewal of, or transfer to or from for more than twelve (12) months, the Credit Union may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth on the Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum-balance requirement. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or the Credit Union has had no other contact with you within 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**23. Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that, upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing any funds. 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, we 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 items. 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: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft plan; (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; (h) if you engage in any activity of betting or wagering or are otherwise engaged in any Internet gambling business; or (i) any owner or authorized user causes the Credit Union to suffer a loss. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays any item after termination, you agree to reimburse us for payment.

**25. Termination of Membership.** You may terminate your Credit Union membership after giving written notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts; if you fail to comply with Credit Union Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to Credit Union personnel; or willfully damage Credit Union property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union or violating any terms of membership. If you are expelled, you may not be a joint owner on another account.

**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. You and any surviving owner or beneficiary agree(s) to indemnify and hold the Credit Union harmless from any claim or liability asserted against the Credit Union as a result of the disposition of funds in reliance on this agreement and any account designation of yours. If you ask the Credit Union to follow instructions we believe might expose us 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 or otherwise indemnify the Credit Union. Any item 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 must be evidenced by a signed Membership Application and be accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written power of attorney on record at the Credit Union. 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.

**27. Governing Law.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Washington and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where the Credit Union is located or the county in which the member resides, if required by law. 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.

**28. Binding Arbitration & Class Action Waiver.**

RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

**Agreement to Arbitrate Disputes.** Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Deposit Accounts (share accounts) and the electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This Arbitration Agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

**Disputes Covered by Arbitration.** Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

**Disputes Not Covered by Arbitration.** Both you and we have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit items and any unpaid account obligations. This

exception applies if the Claim is in that court's jurisdiction and brought on an individual basis. Also, arbitration will not apply to Your Account as long as you are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

**No Class Action or Joinder of Parties.** YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

**Arbitration Procedures.** The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:

JAMS  
[www.jamsadr.com](http://www.jamsadr.com)  
1-800-352-5267 (toll-free)

The arbitration shall take place in the federal district in which you reside, or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If the claim is brought by You, You will pay no more than \$250 of the filing costs and expenses and the remaining costs are borne by us. If we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Right to Reject this Arbitration Agreement.** You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of your initial Account opening or the receipt of our Notice and this Agreement, whichever is later. To opt out, send us written notice including the following information: (i) Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject this Arbitration Agreement, and (ii) You must send your written notice to us at the following address: Peak Credit Union, PO Box 718, Olympia, WA 98507-0718, Attn: Admin Opt-Out, or via email to [optoutadmin@peakcu.org](mailto:optoutadmin@peakcu.org), that you or we may elect to arbitrate any dispute related to such provisional remedies.

**Acceptance of Arbitration and Class Action Waiver.** By your receipt of our Notice and a copy of this Binding Arbitration and Class Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above terms and Disputes Covered by Arbitration provision for all of your Accounts and effective immediately your Accounts will be bound by this Arbitration and Class Action Waiver Agreement.

## II. FUNDS AVAILABILITY POLICY

**1 General Funds Availability Policy.** For all accounts except checking, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law. For checking accounts, our general policy is to make funds from your cash and check 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 the funds are available, you can withdraw them in cash and/or we will use them to pay checks that have been written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before 5:30 p.m. on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 p.m. on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**2 Reservation of Right to Hold.** In some cases, we will not make all of the funds you deposit by check available to you on the next business day we receive your deposit. Depending on the type of check you deposit (e.g., large checks without available funds or those from third parties), funds may not be available until the second business day after the day of your deposit. However, the first \$275 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

**3 Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds 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 a check for deposit 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 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 are described elsewhere in this Agreement for the type of check you deposited.

### **4 Longer Delays May Apply.**

We may delay your ability to withdraw funds deposited by check into your account for 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 (1) 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 communications or computer equipment failure.

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 sixth (6) business day after the day of your deposit.

**5 Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (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 first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. Any excess funds 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 Deposits at Non-Proprietary ATMs.** We may place a two-day hold on the aggregate of all funds over \$275.00 deposited per day at automated teller machines (ATMs) that we own (proprietary) and ATMs we do not own or operate (nonproprietary). All ATMs the Credit Union owns are identified as Credit Union ATMs. The first \$275.00 deposited per day into an ATM will generally be available at the time of deposit.

**7 Deposits through Mobile Deposit.** Funds from mobile deposits will be generally available on the second business day after the day of the mobile deposit, except the first \$275 of aggregate deposits from mobile and ATM deposits will be available immediately.

### III. ELECTRONIC SERVICES

By establishing and using an electronic service or access device, you agree to the following terms and conditions governing your and our rights and responsibilities concerning electronic funds transfers (EFT) and other electronic services offered to you by the Credit Union and any amendments.

#### 1. ATM & Visa® Debit card Services.

**a. ATM Transactions.** You may use your Peak card ("card") and PIN at Credit Union ATMs and such other machines we may designate. You may use your card to make the following transactions on your accounts:

- Withdraw cash from your savings or checking accounts.
- Transfer funds between your savings or checking accounts.
- Make account balance inquires.
- Make loan payments from savings or checking accounts.
- Make deposits to your savings or checking accounts.

Some of these services may not be available at all ATM's.

**b. ATM Limits.** There is no limit to the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth in the Fee Schedule. You may withdraw up to \$1,010 (\$510 for ATM cards), if there are sufficient funds available in your account. You may transfer between your savings or checking accounts up to the available balance in your accounts at the time of the transfer at available locations.

**c. Visa® Debit Card.** You may use your Visa Debit card to purchase goods and services any place it is honored by participating merchants, including at point of sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Service. There is no limit to the number of POS purchase transactions you may make by card during a statement period. For security reasons, a daily maximum of purchase limits may be applied, or up to the available balance of your account, whichever is lower. 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 funds.

**2. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transaction"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing EFT services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 5 (Unauthorized Transaction Reporting & Liability). You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**3. Preauthorized EFTs and Direct Deposit.** Preauthorized EFTs may be made into or from your Credit Union account(s). These may include preauthorized EFTs made to your account from a third party (such as Social Security or your employer) or from your account to a third party (such as a mortgage company or insurance premium payment), excluding bill-payment transactions. If EFTs are made into or from your account(s), those payments may be affected by a change in your account status or if you transfer your account. Upon the instruction of (i) your employer, (ii) the U.S. 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.

**4. Conditions of Account and Card Use.** The use of your card and account are subject to the following conditions:

**a. Card Ownership.** Any card or other device 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 any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the

failure or refusal to honor it 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 cash.

**c. PIN or Access Code.** The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information and will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may use online and mobile banking services to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

**d. Foreign Transactions.** Purchase and cash advance transactions made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. If there is a currency conversion, you will be charged a foreign transaction fee of 2% of the transaction amount or \$0.25, whichever is greater, for any card transaction made in or with merchants located in a foreign country.

**e. Illegal Internet Gambling.** You agree that all transactions you initiate by using your Visa debit card are legal in the jurisdiction where you live and/ or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit card.

**f. Non-Visa Debiting Transactions Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the STAR Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through PIN use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in Section 5 (Unauthorized Transaction Reporting and Liability) will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN, but are not generally known for having cards present.

**5. Unauthorized Transaction Reporting and Liability.** You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Password and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts.

**a. Liability on Consumer Accounts.** For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using any EFT services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your Password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Password and accessed your accounts without your authorization. For EFT transactions, if you notify 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 notify us within two (2) business days after you learn of the unauthorized use of your account or Password, 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.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within



sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please call us toll-free: 800.258.3115 or write to: Peak Credit Union, PO Box 718, Olympia, WA 98507-0718

**6. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**7. Fees.** There are certain fees for EFT services as set forth in the Fee Schedule, which is incorporated herein. From time to time, fees may be changed. We will notify you of any changes as required by law. If you use an ATM not operated by us, you may be charged a surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction. 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 of illegality or unlawfulness. If you conduct an ATM or debit card transaction and you have opted in to Overdraft Service, or you conduct any other EFT and overdraw your account, you agree to pay an overdraft fee as set forth in the Fee Schedule.

**8. Right to Receive Transfer Documentation.**

**a. Periodic Statements.** Transfers and withdrawals transacted through any EFT will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed or an electronic statement is available for your access. Images of Credit Union checks cashed at our branches or checks that are returned are not available for viewing in online banking.

**b. Direct Deposits.** If you have arranged for a direct deposit to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling 800.258.3115.

**c. Terminal Receipt.** You will be offered a receipt at the time you make any transaction in excess of \$15 (except inquiries) involving your account using an ATM or POS terminal.

**9. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or your EFTs in the following limited circumstances:

- a.** as necessary to complete transfers;
- b.** to verify the existence of sufficient funds to cover specific transactions at 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 express permission.

**10. Preauthorized EFTs.**

**a. Cancellation Rights.** If you have authorized us to originate regular EFTs from or to your Credit Union account, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel 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 only if accurate information was provided to us.

**b. Notice of Varying Amount.** If these regular payments may vary in amount, the company you are going to pay will inform you ten (10) days before each payment when it will be made and how much it will be.

**c. Liability.** The Credit Union may charge a fee for each stop payment order requested, as set forth in the Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, holding the item, despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees, damages, or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple-party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## **11. Credit Union's Liability for Electronic Services.**

**a. Consumer Accounts.** If we do not complete a transaction 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 transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. 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:

- 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 exceed the credit limit on your line of credit.
- If you used the wrong access code or you used an access code in an incorrect manner.
- If the card has expired or is damaged and cannot be used.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or POS terminal was not working properly and you knew about the problem when you initiated the transaction.
- Circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the funds in your account are subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by any of the designated ATM networks' systems.
- If you have not given the Credit Union complete, correct, and current instructions for us to process a transfer or bill payment.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number, or otherwise; the time you allow for payment delivery was inaccurate; the payee failed to process a payment correctly or in a timely manner; and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control, such as a telecommunication system, an Internet service provider, or any virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.
- If the ATM retains your card under certain circumstances, in which event you may contact the Credit Union about its replacement.

## **12. Suspension and Termination of Services.**

**a. Suspension of EFT Access or Service.** If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. Such restrictions may continue until you cure any breach condition or any fraud condition is resolved.

**b. Termination.** You agree that we may terminate this Agreement and your EFT services if you or any authorized user of your EFT services or access code breaches this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your card or access code. 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.

**13. Amendments.** 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 your Credit Union account and any future changes to those regulations.

**14. Statement Errors on Consumer Accounts.** For consumer accounts, in case of errors or questions about your EFT transactions under this Agreement (excluding Mobile Deposit Capture transactions), call or write to us at the number and address set forth in Section 5 (Unauthorized Transaction Reporting and Liability) as soon as possible. We must hear from you no later than sixty (60) days after we mailed or made available the first statement on which the problem appears.

- a.** Provide your name and account number.
- b.** Describe the transaction you are referencing and explain as clearly as you can why you believe it is an error or why you need further information.
- c.** Tell us the dollar amount of the suspected error.

If you inform us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will inform you of 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) days to investigate your complaint or question. We may take up to ninety (90) days for POS transaction errors, new account transaction errors, or errors involving transactions initiated outside the United States. If we decide on this course of action, we will re-credit your account within ten (10) business days for the amount you think is in error to provide you with use of funds during the time it takes us to complete our investigation. If we ask you to register your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account. If we determine 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. If you have questions about your account, including check transactions, your responsibilities to examine your statements and notify us of errors are governed by your Membership and Account Agreement.

**15. ATM Safety Notice.** The following information is a list of safety precautions recommended:

- Be aware of your surroundings.
- Consider having someone accompany you to an ATM after dark or at a night-deposit facility.
- If another person is uncomfortably close to you when you're making a transaction, ask him/her to step back before proceeding.
- Refrain from displaying cash at the location.
- As soon as your transaction is complete, place your money in your purse or wallet.
- If you notice anything suspicious, consider using a different ATM or return later.
- If you are making a transaction and notice something suspicious, cancel it and leave.
- If you are followed, go to the nearest public area.
- Do not write your PIN on any of your cards.
- Report all crimes to law enforcement officials immediately.

**FACTS****WHAT DOES PEAK 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 income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our member, we continue to share your information as described in this notice.

**How?**

All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Peak Credit Union chooses to share; and whether you can limit this sharing.

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

**Questions?**

Call 800.258.3115, go to [www.peakcu.org/contact](http://www.peakcu.org/contact), or write to us at Peak Credit Union, PO Box 718, Olympia, WA 98507-0718.

| <b>What we do</b>                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How does Peak Credit Union protect my personal information</b>  | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, secured files and buildings.                                                                                                                                                                                                                   |
| <b>How does Peak Credit Union collect my personal information?</b> | <p>We collect your personal information, for example, when</p> <ul style="list-style-type: none"> <li>• you open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>                                                     |
| <b>Why can't I limit all sharing?</b>                              | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> |

| <b>Definitions</b>     |                                                                                                                                                                                                                                                                                         |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affiliates</b>      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies providing data processing, auditing, compliance and financial services.</li> </ul>                 |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Peak Credit Union does not share with nonaffiliates so they can market to you.</li> </ul>                                       |
| <b>Joint marketing</b> | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include insurance, investment, and other financial services companies.</li> </ul> |