



Electronic Services Agreement

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www.peakcu.org

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This Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Services including: Online Banking, Mobile Banking, Bill Payment, External Funds Transfers, Zelle, Mobile Deposit and any other internet-based service we may offer in the future (the "Services") offered to you by Peak Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who complete enrollment in any of the available services referenced above, including joint owners, authorized individuals and signers, and authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean the Credit Union. The word "account(s)" means any one or more savings, checking, credit card, and loan accounts you have with the Credit Union.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. All of the following terms are also subject to your Membership & Account Agreement and Disclosures, Loan Agreements and Disclosures, and any other Agreement you have with the Credit Union. By enrolling in and using the Services, you agree to the following terms.

1. **General Terms.** For all of the Services described herein, the following terms apply:

a. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Services. You represent and agree that all information you provide to us in connection with the Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

b. Access to Accounts. By enrolling in any Service, you certify you are an owner of the accounts represented in your enrollment. You understand that all authorized signers and authorized users of your accounts or anyone with whom you share your Password or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the limitation on or revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

c. Security of Access Code (Password). Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Device available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Device, you understand that person may use all services described in this Agreement and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

2. **Online Banking.**

a. Service Terms. Upon approval, you may use a computer or mobile device ("Device") to access your accounts with the Online Banking Service. You must use your User ID along with your security code (Password) to access your accounts. You are responsible for the maintenance and operation of your Device(s), internet, and telephone connections. The Credit Union will not be responsible for any errors or failures involving any internet service, telephone service, or your Device(s).

Online banking is accessible seven (7) days a week, twenty-four (24) hours a day via the internet. There may be times you are unable to process transactions if our database is offline. External transfers are limited to ten (10) per day. Internal transfers are limited to nine hundred ninety-nine (999) per day. There may be certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase

our required reserve on the account. Account balance and transaction history information may not show all activity involving your accounts.

Currently, you may use the Online, Phone or Voice Banking services to:

- Transfer funds between your checking, savings, or loan accounts.
- Transfer funds to accounts of other members.
- Obtain balances for any of your accounts or loans.
- Request withdrawals sent through the mail.
- Communicate with the Credit Union using online banking messaging.
- Establish and pay bills through the Bill Pay services.
- Make loan payments.
- Access funds from a line of credit account to your savings or checking account.
- Review account balance, transaction history, and tax information for any of your deposit accounts, and current rate information.
- Manage contact information, password, and other login credentials, and choose your paper or electronic statement status.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for Merchant transactions, ATM transactions, and our Funds Availability Policy.

c. Internal Transfer Limitations. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under any applicable agreement with us. Funds transferred into your account via the Online Banking Service may not be immediately available for use, depending on the time of day of the transfer. Internal transfers initiated through online banking before 9:00 p.m. PST on a business day are posted to your account the same day. Transfers completed after 9:00 p.m. PST on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

d. Online Banking Alerts Service. With Online Banking Alerts, you can ask the Credit Union to send you automated emails or text messages about your account. Each Alert becomes effective after you set up and activate it in the Alerts menu within Online Banking or our Mobile App. You can manage the Alert types and you can suspend, stop, or edit any Alert at any time.

We reserve the right to change the types of Alerts available or terminate Alert service at any time. You must be aware that Alerts are not encrypted so anyone with access to your email or text messages will be able to view your Alerts and their contents. Depending upon which Alerts you select, they may include information such as your account balance, payment due date, or other account-related information.

Alert information may be subject to time lags and/or delays. The Credit Union does not guarantee the delivery, timeliness, nor accuracy of any Alert, whether within or outside the Credit Union's control. In requesting Alerts, you agree that we will not be liable for:

- Any delays, delivery failures, or misdirected Alert delivery;
- Any errors in Alert contents; or
- Any actions you or anyone else may take or not take in reliance on an Alert.

Alerts are sent to the email address or phone number you specify. If you change your email address or phone number, you are responsible for informing us of the change and editing your Alerts. By providing this information to us, you are consenting to automated text messages and emails reasonably associated with your account relationship with us.

3. Bill Payment Service. When you apply for Bill Payment service you must designate your Checking Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay within the United States. We reserve the right to not allow the designation of a particular merchant or institution. In order to verify ownership of the Payment Account(s), we may issue offsetting debits and credits to the Payment Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification. You can perform the transactions described below.

a. Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand," from your designated Checking Account.

b. Obtain Information. Obtain information (payee information, payment status information, etc.) about your bill payment account status.

c. Bill Payment Transactions You authorize us to process bill payments from your designated account. You may use the Bill Payment service to initiate three different types of payment transactions:

- "On demand" payments are payments that are not reoccurring. The payments can be canceled or changed through the bill payment service up until 12PM ET before your Scheduled Debit Date.
- "Future" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Payer service before the Scheduled Payment Date.
- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the Bill Payer service before the Scheduled Payment Date.

d. Authorized Payments. When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

e. Bill Pay Limitations. You may authorize new payment instructions or edit previously authorized payment instructions for payments that are either variable (e.g., payments on merchant accounts that vary in amount) or fixed (e.g., fixed mortgage payments). When you transmit a payment instruction to us, you authorize us to transfer funds from your checking account to fulfill the payment transaction. The Credit Union will not process any payment transaction if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to cover the payment transaction, we may refuse to make the payment and/or transfer funds from any overdraft protection account you have established or overdraw your account and charge an overdraft fee as set forth in the Business Account Fee Schedule. The Credit Union reserves the right to refuse to process payment transactions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will attempt to withdraw the designated funds from your account for the payment on the same date you schedule the payment for and process your payment transaction within one (1) business day. It is your responsibility to schedule your payments in such a manner that your obligations will be paid on time. You should schedule your payment transaction for a date that is at least five (5) business days before the bill is due. You are responsible for any late fees or finance charges that may be imposed as a result of your failure to schedule a timely bill payment transaction.

4. Mobile Banking Service.

a. Mobile Banking Services. Mobile Banking is a personal financial information management service that allows you to access account information, make payments to individuals and merchants who have previously been set up through our Online Banking and Bill Payment services and make such other financial transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices. We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

b. Use of Services. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Device and the Mobile Banking Application or Software ("App") required to use the Service. The App is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking

service, the App or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service, you agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

c. Relationship to Other Agreements. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

d. Mobile Banking Service Limitations and Conditions. When you use the Mobile Banking service to access accounts, you agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

5. External Funds Transfer Service.

a. External Funds Transfers. Within the Online Banking service, you may separately enroll for the External Funds Transfer service for transferring funds between your linked personal deposit accounts at the Credit Union and certain deposit or card accounts at other financial institutions for which you have the authority to transfer funds. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts"). An "Inbound transfer" moves funds into your Credit Union account from an FT Account. An "Outbound transfer" moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds.

i. Service Eligibility. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulations designed to prevent Money Laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

ii. Service Limitations. All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service; for example, retirement, business or corporate accounts. Also, you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution.

iii. FT Account Setup. To add an FT Account, you authorize us to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals.

iv. ACH Transfers. Upon your request, we will make electronic transfers from your designated and active FT Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank

may limit the number of transactions that you authorize using your savings or money market account.

b. Transfer Limitations & Requirements.

i. Transfer Cut-Off. The cut-off time for Standard Transfers is 3:00 p.m. PST. Any standard transfer made after the cut-off time will be initiated the next business day and will be credited within five business days after you initiate the transfer. Any inbound transfer attempt returned due to insufficient or uncollected funds will be re-submitted once for collection upon receipt of the original return entry.

ii. Transfer Limits. Transfer limits are defined as follows:

- \$3,000 per item
- \$3,000 per day
- \$10,000 weekly limit
- \$12,000 monthly limit

Certain account types may allow higher transfer limits. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. Standard transfers typically remain In Process until the close of the third business day after the transfer is initiated. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

iii. Modifying or Cancelling Transfers. Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your FT Account. If this is unsuccessful (for example, the FT Account has been closed) we may make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we may stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule. In using the service, you are requesting us to make transfers for you from your account. If we are unable to complete the transfer for any reason associated with your FT Account (for example, there are insufficient funds in your FT Account to cover the transaction), the transfer may not be completed. You will reimburse us immediately upon demand the transfer amount that has been returned to us. You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your FT Account to cover the requested transfer or if we cannot otherwise collect the funds from you. You hereby authorize us to deduct these amounts from your designated FT Account by ACH debit. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

iv. Status E-mail. We may periodically send messages to your primary e-mail address during the external funds transfer process. Primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

v. Refused Transfers. The Credit Union reserves the right to refuse to process transfers that reasonably appear to the Credit Union to be fraudulent, erroneous, illegal, or pose undue risk to the Credit Union.

6. Zelle. If available, Credit Union members may enroll in and use Zelle to send one-time transfers to Credit Union members or depositors of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's mobile device number. You may originate these Transfers by use of a computer or a mobile device. Recipients can receive funds through their participating Financial Institution. To use this Service, you are providing information to our Service Provider from your mobile device, desktop, laptop, or other computer device. Service Provider is a vendor of the Credit Union. Other Restrictions and Terms of Service apply as described in the Zelle Terms of Service presented at time of enrollment in the Service.

a. User of Services. Credit Union members who have not caused a loss to the Credit Union, are

18 years of age and older, enrolled in Bill Pay, and have an eligible checking account, are able to use this Service to send funds to a Recipient. Other Restrictions and Eligibility Requirements may apply as described in this Agreement or other disclosures. By using this Service, you represent that you meet these requirements.

7. Access Entitlement Service. Upon enrollment and if available, we will provide and you may use the Access Entitlement Service. The Entitlement Service allows you to designate and authorize specific individuals to have account information access and transaction authority on accounts you designate ("Entitled User"). Each Entitled User will be authorized to access your accounts and to conduct transactions within the scope and transaction limits you establish, which authority shall continue until you revoke or revise such authority within the Entitlement Service. You may appoint Entitled Users for any consumer or business account, except restricted or special use accounts we designate including IRA, HSA and IDA accounts. You may not appoint Entitled Users or use the Entitlement Service for any fiduciary account. If you attempt such use, you are solely responsible for any account activity and you release and indemnify the Credit Union from any account activity. If available, you may establish dual account access controls and you are solely responsible for such designations, the implementation and enforcement of your internal account authorization policies and the actions of the designees of such dual controls. You may authorize multiple users to access and conduct transactions on the account ("Sub Users") with specific account transaction authorities and limitations and you are solely responsible for such Sub User authorizations, the implementation and enforcement of your internal account authorization policies and the actions of your designated Sub Users.

8. SMS Message Service. The Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS/text, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's relationship as well as providing a mobile phone number. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider and you consent to such messages reasonably related to your account relationship with us. You agree that each message is sent to you without being encrypted and will include certain information requested on your accounts. We provide this service as a convenience to you. We do not use text messaging for any purpose not included in the Service and will not respond to text messages sent to us that do not comply with appropriate action codes. Members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts to be delivered. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. Questions: You can contact us at 800.258.3115 or send a text message with the word "HELP" to this number: 226563. You agree and understand that Text Banking/SMS Message Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. You are responsible for all fees and charges related to text messaging imposed by your wireless service provider. Notify us immediately of any changes to your mobile device. In case of unauthorized access to your mobile device or Service, you agree to cancel enrollment associated with the mobile device immediately. You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. We will not be liable to you for special, indirect or consequential damages. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own. We reserve the right to modify the scope of the Text Banking services at any time.

9. Credit Union Connection (CUC). If available, upon approval for the CUC service for your accounts, you must designate a separate access code. You must use your access code along with your member number to access your accounts by phone. At the present time you may use the service to obtain balance, withdrawal, cleared check information on your accounts, and transfer funds between your savings, checking, and loan accounts as allowed, including loan payments. Your accounts can be accessed via a touchtone telephone only. Not all pushbutton phones are touchtone. The service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a share or money market account. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

10. Mobile Deposit Capture Service. If you are eligible, the following terms and conditions govern the use of the Mobile Deposit Capture Services. You have entered into other agreements with the Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other Credit Union agreements, specific provisions regarding Mobile Deposit Capture Services in this Agreement control over general provisions.

a. Services. The Credit Union's Mobile Deposit Capture Services are designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or converted to Substitute Checks based on the information you provide. There is currently no charge for the Mobile Deposit Capture Services. We reserve the right to impose charges for this service in the future.

b. Definitions.

"Business Day" means any day of the week that is not a Saturday, Sunday, or Credit Union holiday.

"Member Agreement" means collectively the Peak Credit Union Membership Agreement and any other account information provided to you by us from time to time.

"Deposit Account" means your Credit Union checking account, savings account, or money market savings account.

"Eligible Account" means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in the Mobile Deposit Capture Services.

"Eligible Device" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Mobile Deposit Capture Services.

"Eligible Item" means an original paper check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and our deposit guidelines. The following are **NOT** Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;
- Checks/items drawn on a foreign financial institution or payable in a foreign currency;
- Checks/items you suspect may be fraudulent or not properly authorized;
- Checks/items exceeding the Deposit Limits set forth below;
- Checks/items not acceptable under the terms of your Credit Union Membership Agreement

"Item" has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Mobile Deposit Capture Services shall be deemed an "item" within that UCC definition.

"Substitute Check" means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.

c. Hardware and Software. To use the Mobile Deposit Capture Service, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Mobile Deposit Capture Service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Mobile Deposit Capture Services.

d. Hours of Operation. You can use the Mobile Deposit Capture Service 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

e. Funds Availability Disclosure. For purposes of funds availability, mobile Deposits are considered deposited at a branch of the Credit Union subject to the following deposit cut-off time limits. Mobile deposits confirmed as received before 3 pm on a business day will receive provisional credit to your account that same day. Deposits confirmed received after 3 pm on a business day, and deposits confirmed received on Saturdays, Sundays and federal holidays receive provisional credit the following business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the cut-off period for deposits and the availability of funds, checks deposited via Mobile Deposit session are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks alone does not constitute

receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Please refer to the Funds Availability Disclosure in the Membership Agreement Packet.

f. Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

g. Image Quality. Each image transmitted to us using Mobile Deposit Capture Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

h. Endorsement Requirement. Prior to scanning any item through the Mobile Deposit Capture Services, you are to restrictively endorse the original item **"For Mobile Deposit Only, Peak Credit Union,"** check the Mobile Deposit box, or as otherwise instructed by us.

i. Confirmation of Receipt of Images. You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, please note: confirmation of receipt does not mean that the transmission was error free or complete.

j. Deposit Limits. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States. The following deposit limits apply to your use of the Mobile Deposit Capture Services:

- \$5,000 per item
- \$5,000 per day
- \$5,000 per week
- \$20,000 per month

Certain account types may allow higher deposit limits. We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion. All limits are rolling. Example: If a member deposits a \$5000 check Monday at 2pm, they would need to wait until after 2pm on Tuesday to deposit another check.

k. Presentment. The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion and in accordance with the Membership Disclosure and Credit Union policies applicable to your accounts.

l. Storage and Destruction of Original Items. Once you receive confirmation that the Credit Union has received your item image and successfully deposited the funds to your account, you must retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond thirty-five (35) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are destroyed and not accessed by unauthorized persons.

m. Returned Items and Right of Chargeback. If any item you deposit through the Mobile Deposit Capture Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your Membership Agreement. You may not redeposit the original item through the Mobile Deposit Capture Services.

n. Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and

against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

o. Exception Items. When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

p. Errors. You are to notify us right away of any suspected errors regarding items deposited through the Mobile Deposit Capture Services, in no event later than 60 days after the applicable account statement is sent.

q. Your Responsibilities for the Mobile Deposit Capture Service.

You agree, warrant and represent that you will:

- Ensure that all information you provide us is accurate and true.
- Use only Eligible Devices to access the Mobile Deposit Capture Services.
- Endorse all items for the Mobile Deposit Capture Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Mobile Deposit Capture Services.
- Use the Mobile Deposit Capture Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with the Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify us against and hold us harmless from any loss arising from your breach of any part of this Agreement.

You agree that you will not:

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Mobile Deposit Capture Services.
- Re-deposit or re-present any item or image previously transmitted through the Mobile Deposit Capture Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Mobile Deposit Capture Services or any damages that might arise from unavailability.

r. Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services. We reserve the right to change, limit, suspend or discontinue the Mobile Deposit Capture Services or your use of the Mobile Deposit Capture Services, in whole or in part, at any time without notice. Your continued use of the Mobile Deposit Capture Services will constitute your acceptance of any changes to the Mobile Deposit Capture Services. We may immediately and without notice terminate, suspend or limit the Mobile Deposit Capture Services, or your use of the Mobile Deposit Capture Services, if in our sole judgment, we believe there has been a security breach affecting the Mobile Deposit Capture Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Mobile Deposit Capture Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date, and may be granted or declined in the Credit Union's sole discretion.

s. Disclaimer of Warranties. Your use of the Mobile Deposit Capture Services and all information and content (including third party information and content) is strictly at your own risk and the Mobile Deposit Capture Services are provided on an "as is" and "as available" basis. We disclaim all warranties of any kind, express or implied, as to the Mobile Deposit Capture Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Mobile Deposit Capture Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Mobile Deposit Capture Services or technology will be corrected.

t. Limitation of Liability. We will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Mobile Deposit Capture Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

u. Amendments. Unless otherwise required by law, we may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the Mobile Deposit Capture Services may be limited, suspended or terminated.

v. Electronic Consent; Notices. Enrolling in the Mobile Deposit Capture Service requires you to consent to receive information and notices regarding this Agreement and the Mobile Deposit Capture Service via electronic means (for example, email or website). If you do not wish to consent to electronic notices about the Mobile Deposit Capture Services, you may decline to enroll in the Mobile Deposit Capture Service. Nevertheless, we reserve the right to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means (for example, statement notices or U.S. mail).

11. Member 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 or access code and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts.

a. Liability on Business Accounts. For Business Accounts, you understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords or access codes and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us at once. When you give someone your access code, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

b. Liability on Consumer Accounts. For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using the services described in this Agreement. 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 Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 800.258.3115
In person at one of the Peak Credit Union branches
Mail: Peak Credit Union, P.O. Box 718 Olympia, WA 98507

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

d. Fees and Charges. There are no fees and charges for the electronic services currently. We will notify you of any changes as required by law.

e. Transaction Documentation. Transactions submitted through the services will be recorded on your monthly statement sent to you by mail or e-statements if you have requested e-statements.

12. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website. However, we may disclose information to third parties about your account or the transactions you submit in the following limited circumstances:

- a.** As necessary to complete transfers;
- b.** To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c.** To comply with government agencies or court orders; or
- d.** If you give us your express written permission.

13. Credit Union Liability for EFTs.

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 sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Password, you have not properly followed any applicable service or Credit Union user instructions for making Online Branch, Bill Payment, or Mobile Banking transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a 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 insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.

- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

a. Business Accounts. The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Electronic Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Electronic Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

14. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Services. These difficulties may result in loss of data, personalization settings or other Service interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Services. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Device, network, or internet connection which you utilize to access the Services. You agree to exercise caution when utilizing the Services and to use good judgment and discretion when obtaining or transmitting information. Financial information shown within the Services reflects the most recent account information available, but may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

a. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from any content on any of the Services. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any Software or other applications associated with any service.

b. User Conduct. You agree not to use any of the Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to any Service; (i) interfere with or disrupt the use of the Services by any other user; or (k) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

15. Termination of Electronic Services. You agree that we may terminate this Agreement and your services, if you, or any authorized user of EFT services or Password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Password. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

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

17. Force Majeure. The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

18. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 to, subject to Washington law, 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.