

Thank you for your application. Your membership at BECU begins after your application has been processed and approved and you receive our letter welcoming you to BECU.

Review the Membership and Account Agreement and Account Disclosure (see links below). The Membership and Account Agreement is the contract that governs your rights and obligations when using share and deposit accounts. It delivers important information including, but not limited to, the Funds Availability Policy, the Electronic Funds Transfer Disclosure Statement and Agreement, Our Privacy Statement (all of which are incorporated into this Account Agreement). BECU's Account Disclosure contains important Truth in Savings Act Disclosures and deposit product information, including rates and fees for your BECU savings and checking accounts (as of the effective date shown). **Before submitting the Membership Enrollment and Member Agreement form, you must acknowledge and agree that you have downloaded, printed and read the Membership and Account Agreement and Account Disclosure, retained it for your records, and agree to its terms.**

[BECU's Membership and Account Agreement \(PDF\)](#)

[BECU's Account Disclosure \(PDF\)](#)

# ACCOUNT AGREEMENTS

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Effective May 2012

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*This Booklet Contains:*

- >> Important Information Regarding Your Privacy
- >> Membership And Account Information
- >> Funds Availability Policy
- >> Electronic Funds Transfer Services
- >> Rules Regarding Certain Funds Transfers

**KEEP THIS BOOKLET  
FOR YOUR RECORDS**

*more than  
just money<sup>®</sup>*

**BSU**

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The Membership and Account Agreements are the contracts governing your rights and obligations when using your accounts offered by BECU. Please read this booklet carefully and retain it for your records.

## **IMPORTANT INFORMATION REGARDING YOUR PRIVACY**

### **What does BECU do with your personal information?**

BECU (“We”) believe that you are our most important asset. We work very hard to earn and maintain your trust. To do that, we believe that it is absolutely vital that we protect your privacy by keeping the information we have about you secure and confidential. While some companies may sell account holder information to others as a part of their business strategy, BECU has not and will not follow that same practice.

We have policies and procedures in place to protect the safety of your personal and financial information. We also have in place other physical, electronic, operational, and procedural safeguards that meet or exceed all regulations to protect your personal and account information, which are applied equally to current and former members and customers.

We restrict access to non-public personal information about you only to those employees and affiliated and non-affiliated service providers: (1) to the extent necessary for the business purpose or, (2) to the extent permitted by law. This enables us to provide or offer products and services to you, process and service your accounts, and conduct our business.

We collect the following kinds of nonpublic personal information about you:

- Information we receive from you;
- Information about your transactions with us or our affiliates;
- Information about your transactions with non-affiliated third parties; and
- Information we receive from a consumer reporting agency.

We may disclose the following kinds of nonpublic personal information about you:

- Information about your transactions with us, our affiliates, or others, such as your account balance, payment history, parties to transactions, and credit card usage;
- Information we receive from a consumer reporting agency, such as your credit worthiness and your credit history
- Information about you such as your name, address, social security number, assets, and income.

We may disclose nonpublic personal information about you to the following types of third parties (non-affiliated third parties):

- Financial institutions with whom we have a joint marketing agreement;
- Financial service providers such as those that provide you with insurance services and investment securities or investment advice;
- Non financial companies who may help us process transactions or provide customer service for your accounts, such as preparing or mailing statements or processing transactions;
- Credit reporting agencies;
- Service providers that provide marketing services on our behalf;
- Other companies, entities or persons, as necessary to comply with legal requirements, or as permitted by law.

We may disclose all of the information we collect as described above to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

We don't collect or disclose information about our former members to any party other than to consumer reporting agencies or as necessary to comply with other legal requirements, or as permitted by law.

You may choose not to receive BECU or its affiliates' marketing offers about new products and services, special promotions and other activities we think would add value to your relationship with us. Call 1-800-233-2328 and let us know if you do not wish to receive such Marketing offers. If you have previously chosen to opt out, and you have not since revoked that authority, you do not need to provide another opt out at this time.

Please note that for joint account holders, we will treat an opt out direction by either account holder as applying to the entire account.

If, at any time in the future we should decide to change any substantive part of this Privacy Statement, we will provide you with notice of such changes.

**206-439-5700 | [www.becu.org](http://www.becu.org) | 800-233-2328**  
**PO Box 97050, Seattle, WA 98124-9750**

# I. MEMBERSHIP & ACCOUNT INFORMATION

## 1. General

Boeing Employees' Credit Union (BECU) is a cooperative society organized as a corporation for the purposes of promoting thrift among its members and creating a source of credit for them. As a Washington State chartered credit union, BECU is authorized to issue credit union shares to, and receive deposits from, its members. In the Account Agreements, references to share accounts are to the traditional credit union share relationship and references to deposit accounts are to the kind of deposit relationship that typically exists with financial institutions that are not credit unions. Like other credit unions, BECU pays "dividends" on its share accounts. The amount of any dividend is determined from time to time by BECU's Board of Directors and may depend upon BECU's available income.

BECU, like financial institutions, generally pays "interest" on its deposit accounts. The rate of interest to be paid on a deposit is contractually determined. Usually, this is established at the time the deposit is made and the interest rate is shown on the receipt for the deposit account. Details about the interest or dividend rates for BECU accounts and Truth-in-Savings disclosures concerning yields are set forth in the Account Disclosure.

BECU offers the following accounts:

SHARE ACCOUNTS	DEPOSIT ACCOUNTS
Savings accounts	Certificate of deposit accounts
Checking accounts	
Health Savings Account	IRA* certificate accounts
Variable rate IRA* savings accounts	

\*Individual Retirement Account

Additional accounts may be described from time to time in the Account Disclosure. The Account Agreements uses the term "account" to mean your share and deposit accounts when the rules are the same for each type of account.

By signing the Membership and Credit Application form, (or other account documentation) which is a part of the Membership and Account Agreements, and by providing a valid picture identification, (e.g. current driver's license, military identification, passport, current school identification) or by using any BECU account or access device subject to this Agreement, you, jointly and severally, agree to all terms and conditions in or delivered in connection with the Account Agreements, including, but not limited to the Account Disclosures, the Funds Availability

Policy, the Electronic Funds Transfer Disclosure Statement and Agreement and BECU's bylaws and policies, all as amended from time to time (and all of which are incorporated into the Account Agreements). Some accounts (e.g., IRA accounts, HSA accounts, and Certificates of Deposit) are also subject to additional rules which will be supplied upon opening those accounts. Other agreements you have with us (e.g., loan or credit card agreements) may also govern or restrict your rights under the Account Agreements. You also agree that additional accounts and services you request in the future will be governed by the Account Agreements, as amended from time to time.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for 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.

### **2. Definitions**

**You, Yours, and Account Holder:** Each person or entity, individually, and collectively, who signs a Membership and Credit Application form (or other account documentation) as a Primary Member, Joint Account Holder, or Authorized Signer, or any authorized users of an account, and each person who has signed any previous version of a BECU account signature card or enrollment form.

**Account Holder:** Also includes persons defined as a "depositor" under Washington's Financial Institutions Individual Account Deposit Act (which covers both share and deposit accounts).

**We, Us, and Our:** BECU

**Account:** Any and all accounts you have, or will have, with BECU, including but not limited to the accounts described above, and any other accounts that incorporate provisions of the Membership and Account Agreements (or other account documentation).

**Primary Member, Tax Owner:** The BECU member whose Tax Identification Number (TIN) is used on the account for reporting interest income to the Internal Revenue Service (IRS) and who signs the Membership and Credit Application form (or other account documentation) as, or is otherwise designated by us as, the Primary Member.

**Membership and Credit Application form:** The enrollment form for membership and account privileges signed by all Account Holders (or any future form substituted by us), as amended from time to time.

**Joint Account Holder:** A party who has ownership interest in, and legal liability for, a shared account.

**Authorized Signer:** A party who may perform transactions on an account.

### **3. Membership Eligibility and Membership Shares**

To be eligible for membership at BECU, you must be an individual or entity qualifying within BECU's field of membership and must purchase and maintain a minimum number of shares (the "membership shares") as determined by BECU's Board of Directors. The current minimum share amount is set forth in the Account Disclosure. The membership shares shall not be counted as available funds. Except to the extent credit or funds are available in the Primary Member's Line of Credit or savings account for automatic overdraft protection (see Overdraft section), you agree to keep enough additional funds in your accounts to avoid overdrafts and other charges.

### **4. Account Types**

#### **Special Information about Creating Joint, Trust or Fiduciary Accounts**

You agree that when you set up a joint account, trust account, or fiduciary account with us, you have instructed us as to the proper title of the account and that we assume no legal responsibility to inform you as to how the creation of one of these accounts affects your legal and insurable interests. If you have any questions as to the legal effect to any of these accounts, you will consult with your lawyer and bear the sole responsibility as to the legal effect of the creation of the account or how it is maintained by us.

#### **a. Personal Accounts**

A personal account is an account with only one owner.

#### **b. Joint Accounts With and Without Rights of Survivorship**

When you set up a joint account, you can designate it as either a joint account with right of survivorship, or as a joint account without right of survivorship. In either case, Primary Members and Joint Account Holders each own the account, and each have the same rights as the Primary Member, other than those things that only the Primary Member can do. Your new joint account will automatically be set up as joint account with right of survivorship, unless you designate otherwise at the time of account setup. This means that, upon the death of the Primary or Joint Account Holder, that person's interest in the joint account becomes the property of the surviving Account Holder. If the account is set up as a joint account without right of survivorship, then an Account Holder's ownership interest in the account (which interest would be equal to the other Account Holder's interest, unless otherwise indicated in writing at the time the account is established) becomes the property of his or her estate upon death. You should talk with a trusted advisor, such as your lawyer, to be sure that the accounts you establish will be treated as you intend that they be.



All Primary and Joint Account Holders must approve any addition or change in the designation of beneficiaries for any joint account, and the addition of any Joint Account Holder. We may require that any changes to the account be made in a written form acceptable to BECU, which, upon execution, shall be controlling. **You hereby appoint each Account Holder as your attorney-in-fact (coupled with an interest) to give the instructions described below in subsection 2, and appoint the Primary Member to take the actions described below in subsection 1.**

**1. Exclusive Rights of Primary Member**

Only the Primary Member may do the following, with the proper execution and indemnification by the Primary Member:

- a. Remove other Account Holders from your account;
- b. After satisfying all obligations that require continuing membership, withdraw the membership shares; and
- c. Instruct BECU to change the first source of funds for your checking account's automatic overdraft protection plan.

**2. Rights of Joint Account Holders**

You expressly authorize any Joint Account Holder to act for you or any other Account Holders, except for those orders and instructions that only the Primary Member may give. WE MAY ACCEPT ANY ORDER AND INSTRUCTION REGARDING THE ACCOUNT AND ANY REQUEST FOR FUTURE SERVICES FROM ANY JOINT ACCOUNT HOLDER WITHOUT THE CONSENT OF OR NOTICE TO OTHER ACCOUNT HOLDERS. These unilateral instructions include but are not limited to:

- a. Closing the account (except closures that would terminate membership—the membership shares may only be withdrawn by the Primary Member);
- b. Removing the Account Holder's own name from the account;
- c. Changing addresses;
- d. Supplying endorsements;
- e. Withdrawing available funds (except for the membership shares), even if the withdrawal causes an overdraft;
- f. Writing or stopping payment on checks;
- g. Accessing the account with an ATM/Debit card or other access device for withdrawals from your checking or savings account, point of sale transfers, or other debit transactions from your checking account, even if such transactions cause an overdraft; and
- h. Pledging or assigning the account (except for membership shares) for any authorized loan(s) from BECU, (including, but not limited to credit extended under credit cards), even if the loan is not made to all Account Holders.

### **3. Powers of Attorney**

A power of attorney gives a party you designate to act as your attorney-in-fact and handle your affairs on your behalf while you are alive. We reserve the right to not honor a power of attorney affecting the Account, **unless** the form and content of the power of attorney, related affidavit, and any other information or documentation we may request, are acceptable to us. The determination to accept or reject the information or documentation shall be in our sole good faith discretion, without any liability to BECU, and may be subject to change from time to time depending on the circumstances.

All owners of the Account are bound by any actions taken by the attorney-in-fact in connection with the Account. Unless specifically stated in the power of attorney, your attorney-in-fact cannot:

- a. Change or alter account ownership;
- b. Add or delete a beneficiary from the account;
- c. Empower others to act on the Primary Member's behalf; and
- d. Terminate membership.

Any attorney-in-fact appointed by you is subject to this Agreement. At our option, we may in good faith and without liability, honor instructions given by someone else purporting to act for any Primary Member and Joint Account Holder under a power of attorney or as the Primary Member and Joint Account Holder's guardian, executor, personal representative or the like.

### **4. Primary Member and Joint Account Holder Liability**

If any item delivered for credit to a joint account is returned unpaid or an account is overdrawn for any reason (including system errors or mistakes), you shall each be liable (jointly and severally) to BECU for payment on demand of the amount of the returned item or any overdraft not covered by your checking account's automatic overdraft protection plan and any associated charges, regardless of who created the overdraft, delivered the items for credit, cashed the item, or benefited from the transaction. If any of you is indebted to BECU such that we have a lien against or may offset an account of that Primary Member or Joint Account Holder, you agree we may enforce our rights against any or all funds in the account regardless of who owes the debt or contributed to the account.

#### **c. Payable on Death/Trust Designation**

A Payable on Death (P.O.D.) or trust designation on an account means the account is payable to the Primary Member or Joint Account Holder during your lifetime, and upon the death of the last Account Holder, payable to any named and surviving P.O.D. or trust beneficiary named

on the controlling account application or documentation. If the account is held by more than one Account Holder, the account will be subject to the terms and conditions pertaining to joint accounts. Any P.O.D or trust beneficiary designation shall not apply to IRAs, or HSAs, which are governed by a separate beneficiary designation. If there is no surviving P.O.D. or trust beneficiary/payee upon the death of the last Account Holder, state law will determine rights to the funds.

**d. Revocable and Irrevocable Trust Accounts**

The person creating the trust is called the Trustor and the Trustee is the person named in the trust who is charged with managing the account. BECU may allow the opening of revocable living and irrevocable trust accounts, subject to certain conditions. For a revocable living trust, the Trustor must be a member of BECU. For an irrevocable trust, the decedent must have been an existing member or the beneficiary or one of the beneficiaries must be eligible for membership at BECU. The Trustee(s) can individually exercise all powers of an Account Holder. The Trustor and every Trustee agree to be bound by the terms of the Account Agreements and to furnish BECU, upon request, a copy of the written trust agreement and such other documents and authorizations as it may deem necessary or appropriate.

In accepting an account in the name of a Trustee, BECU acts only as a depository for the trust's funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of any Trustee. The Trustee and the Trustor, in their individual capacities, and in their trust capacities, agree that they are jointly and severally liable to BECU for any and all obligations incurred by the trust or any Trustee and agree to indemnify and hold BECU harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, it may suffer or incur arising out of or related to any action or claim by any beneficiary, Trustee, or any other party with respect to the authority or actions taken by any Trustee in handling or dealing with the account. It is expressly agreed that the Washington Trust Act of 1984 and the Washington Financial Institution Individual Account Deposit Act, as they may be amended from time to time, shall govern the Trust and all of its relations with BECU. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership and Account Agreements apply with equal force to accounts of trusts.

**e. Estate Accounts**

An estate account is an account established on behalf of the estate of a deceased person on which an entity or person acts on behalf of the estate. The account is established under the name of the personal representative or executor. The personal representative must meet BECU membership guidelines or the decedent must have been an existing member.

**f. Benevolent Accounts**

A Benevolent account is an account established for a deceased person's family to collect funds "In Memory of" or to collect contributions to assist someone who has a medical or emergency need. The account is established under the beneficiary's name and tax ID number. The beneficiary is the Primary Member of the account and must meet BECU membership guidelines. The administrator, the person who establishes and controls the account and can access it, need not be eligible for BECU membership.

Benevolent accounts are subject to all of the other terms of this Agreement, but include the following special restrictions:

1. The account must be non-interest bearing (savings or checking);
2. The account may remain open no longer than 1 year;
3. No POD, joint owners, or other beneficiaries may be listed, other than the person for whom the account was established;
4. Receipts are NOT issued stating that contributed funds were accepted as a charitable contribution.

**g. Minor Accounts**

For any account established by or for a minor, as Primary Member reserve the right, at our sole option, to require another Joint Account Holder be placed on the Account who is a parent or legal guardian appointed by the court ("Legal Guardian") and at least eighteen (18) years of age. This additional Joint Account Holder shall be jointly and severally liable to BECU for any returned item, overdraft, unpaid charges or amounts owing on the account regardless of the minor's rights regarding such contracts. You agree that we have no duty to inquire as to the use or purpose of any transaction by a minor, Legal Guardian, or any other Joint Account Holder. We shall not be required to change the account status when a minor reaches age eighteen (18), unless the minor, Legal Guardian, or all Account Holders authorize us to do so in writing at that time.

**h. Uniform Transfers to Minors Act ("UTMA") Accounts**

An account opened pursuant to the UTMA, in which at the time of transfer either the transferor, minor, custodian, or custodial property is located in Washington State, is an individual account established in the name of an adult person as custodian for the benefit of a minor, as defined by, in accordance with, and to include all the provisions of the Washington Uniform Transfers to Minors Act (RCW 11.114.010 et seq.) as it now exists or as it may be amended. The custodian, or successor custodian (upon declination to act, resignation, or death of custodian), named on the account controls the funds in the account for the exclusive use and benefit of the minor and is the only party entitled to make deposits to, withdrawals from, or close the account unless otherwise directed by the court.

In the event of the death, resignation, or incapacity of the custodian and all named successor custodians, we may place an administrative hold on the account until we receive instructions to withdraw funds from any person authorized by law or order of the court authorizing such withdrawal. We shall not be required to change the account status when the minor reaches the age of majority, unless the custodian or the court authorizes us to do so in writing. We have not provided you with any tax advice regarding this account and you are advised to see a qualified tax advisor on the tax treatment of this account.

**i. Club/Association Accounts**

An account held by an organization or association is subject to the following additional rules. The organization or association agrees to furnish us with the names and signatures of any persons authorized to access and deal with accounts. We may rely on such written authorization until informed of any changes in writing. We may, in our sole discretion, require that third party checks payable to an organization or association not be cashed but instead be delivered for credit to the organization or association account. BECU shall have no notice of any breach of fiduciary duties arising from a transaction by any agent (or purported agent) of the Account Holder, unless BECU has actual knowledge of any wrongdoing.

**j. Representative Payee Accounts**

A representative payee account is established on behalf of a recipient (“Beneficiary”) of benefits from the Social Security Administration (“SSA”) or Supplemental Security Income (“SSI”) on which an entity or person, as designated by the SSA as representative payee, acts on behalf of the recipient as Authorized Signer. The account is established as representative payee under the name of the Beneficiary as Authorized Signer and the account must show the Beneficiary as the only owner. Neither the representative payee nor a third party can have ownership interest in the account. While the Beneficiary retains ownership interest, the account title must be established to not permit him or her to have direct access to the funds, for example, “(Beneficiary’s name) by (representative payee’s name), representative payee” or “(representative payee’s name), representative payee for (Beneficiary’s name)”.

The Beneficiary must be eligible for membership and is the Primary Member. The representative payee is an Authorized Signer. The representative payee agrees to be bound by the terms of the Account Agreements and to furnish BECU, upon request, a copy of the written SSA authorization designating the representative payee and such other documents and authorizations as we may deem necessary or appropriate.

In opening a representative payee account, BECU acts only as a depository for the Beneficiary’s SSA or SSI funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the representative

payee. The representative payee agrees that he or she are liable to BECU for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold BECU harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the representative payee in handling or dealing with the account. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership and Account Agreements apply with equal force to representative payee accounts.

**k. Guardianship Accounts**

A guardianship account is established on behalf of a ward on which an entity or person, legally designated as guardian by the courts, acts on behalf of the ward as Authorized Signer. The account is established under the name of the ward and the account must show the ward as the only owner. Neither the guardian nor a third party can have ownership interest in the account. The account title must be established to designate the nature of the account, for example, "(ward's name) by (guardian's name), guardian" or "(guardian's name), guardian for (ward's name)".

The ward must be eligible for membership and is the Primary Member. The guardian is an Authorized Signer. The guardian agrees to be bound by the terms of the Account Agreements and to furnish BECU, upon request, a copy of the Letters of Guardianship, Orders Appointing Guardian or other court orders designating the legal guardian and such other documents and authorizations as we may deem necessary or appropriate.

In opening a guardianship account, BECU acts only as a depository for the wards funds, and is under no obligation to act as a fiduciary or to inquire as to the powers or duties of the guardian. The guardian agrees that he or she are liable to BECU for any and all obligations incurred by any actions dealing with the account and agree to indemnify and hold BECU harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by the guardian in handling or dealing with the account. Unless expressly stated to the contrary, all of the other terms and conditions of the Membership and Account Agreements apply with equal force to guardianship accounts.

**5. Product Types**

**a. Savings Accounts**

BECU reserves the right to require Account Holder to give notice in writing of any intended withdrawals from any savings account of up to 90 days before such withdrawal or such longer period as the Washington Director of Financial Institutions may authorize.

**b. Checking Accounts**

Your checking account may consist of a transaction (checking) sub account and a savings sub account. If funds in your transaction account are not routinely needed to pay debits, we may periodically transfer funds between these two sub accounts. If your checking account earns dividends, your dividend calculation will remain the same, regardless of whether or not your funds are held in the transaction sub account or the savings sub account. Otherwise, the savings sub account will be non dividend earning account. The savings sub account will be subject to our Account Agreements, our Account Disclosure, the Membership and Credit Application form (or other account documentation). This arrangement and process will not affect your available balance, the dividends or interest you may earn, NCUA insurance protection, your monthly statement, or any other features of your checking account. You agree that the following shall apply to your checking accounts:

1. We are authorized to pay any check or other item that creates an overdraft, any returned item and all charges associated with overdrafts or returned items by making advances under any BECU Credit and Security Agreement signed by the Primary Member (“Line of Credit”), by transferring funds from your savings account, or other designated account, and we shall have no obligation to, but we may pay an item, causing your account to go negative, all pursuant to the Overdrafts section in the Account Agreements;
2. We are authorized in the Account Agreements to reimburse all clearing institutions for the amount of items and to charge the same against the account designated on the item;
3. We will only credit items delivered to us subject to final settlement and applicable law;
4. We shall have no obligation to, but we may pay antedated, or stale dated (more than 6 months old) checks without notice to you. We may deem the date on such checks to be the date the check is presented to us;
5. We may pay post-dated checks early unless an Account Holder gives contrary notice complying with applicable law; and,
6. Except for willful misconduct and subject to applicable law, we shall not be liable for any action taken regarding the payment or nonpayment of an item.

**c. Individual Retirement Accounts**

IRAs are governed by the terms of the Membership and Account Agreements and the terms and disclosures in the IRA Application, which are incorporated herein by reference.

**d. Certificate of Deposit Accounts**

A Certificate of Deposit is a deposit account on which we agree to pay a stated rate of interest for a stated period. BECU’s Certificates of Deposit are not negotiable and are

not instruments; all certificates are evidenced by account information disclosed on your monthly statements. Early withdrawal penalties may apply. Except as stated in any separate Certificate of Deposit receipt or disclosures, Certificate of Deposit accounts are governed by the terms of the Membership and Account Agreements as well as the terms set forth in such receipt or disclosures, which terms are incorporated herein by reference.

**e. Health Savings Accounts**

Health Savings Accounts (“HSA”) are governed by the terms of the Account Agreement and the terms, disclosures and agreements in the HSA application and related documents, which are incorporated herein by reference.

**6. Requirements for Delivery of Funds for Shares and Deposits**

Cash, checks, or other ordinary items (“Funds”) may be presented for deposit or the issuance of shares at any BECU financial center, any designated ATM, or at such other location as we specify from time to time. We reserve the right to reject any items presented that require special handling or processing or that exceed any maximum for deposits or share issuance set by BECU. Funds may be delivered by electronic funds transfer, or wire transfer as described in the Membership and Account Agreements.

**a. Endorsements**

You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for your accounts if they are made payable to, or to the order of, any one or more Account Holders on the account, whether or not they are endorsed by all Account Holders. You authorize BECU to supply missing endorsements if BECU so chooses. When you deliver or present items to your account, you warrant that all prior endorsements on any item are genuine. BECU reserves the right (but is not required) to verify all endorsements on checks presented for deposit or share issuance either in person or by comparison with signature files. Insurance, government, and certain other checks or drafts must be endorsed exactly as they are made payable and we reserve the right to require endorsement in person. Endorsements must be placed in the space on the back of the check between the top edge and 1 ½ inches from the top edge. We may accept for deposit or share issuance, drafts or checks with endorsements outside this space or drafts and checks without endorsement, at our option. However, if any endorsement (or lack of an endorsement) causes any delay in processing the item for payment, you will be responsible for any loss incurred by BECU due to the delay. If there is any Magnetic Ink Character Recognition (“MICR”) information provided on a check or other item, we may disregard any conflicting information on the item other than the signature of the drawer and the MICR information.

**b. Final Payment**

All Funds received (except cash) and posted to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the



right to charge any account on which you are Primary Member or Joint Account Holder, and then your Line of Credit for the amount of those Funds. In such instances, we may impose a fee on your account as indicated in our Account Disclosure. If you do not have sufficient funds in your account or your Line of Credit, or if you do not have a Line of Credit, then the item will be submitted to collections. After we have received final payment, we refer to these items as collected items. If we incur any fee to collect an item, we may charge such fees to your account. We reserve the right to refuse or to return all or a part of any Funds.

## **7. Account Disclosure**

The dividend or interest rate, Annual Percentage Yield, methods of compounding, accrual or crediting the same and other account restrictions on your accounts are set forth in the Account Disclosure and are incorporated herein by this reference. The Account Agreements are provided to you when you deliver your signed Membership and Credit Application form to us, within 20 days of receiving your signed Membership and Credit Application form by mail, or upon request. Any use of an account constitutes your agreement to the terms of the Account Disclosure and the Membership and Account Agreement.

## **8. Fees and Charges**

You agree to pay BECU the fees and charges set forth in the Account Disclosure and such additional or substitute fees and charges imposed by BECU from time to time under the Membership and Account Agreements, any amended Account Disclosure (or substituted fee schedule), or under any other agreement between you and BECU (such as an electronic funds transfer agreement or rules covering IRA or other particular accounts). We may deduct all fees and charges from any account of any Account Holder without prior notice. We may change the fee schedule in the Account Disclosure at any time and will provide notice of the changes in the same way notice is provided for changes to the Membership and Account Agreements.

You are liable for and agree to pay all of BECU's internal and external costs, collection or other expenses we incur from your failure to follow this Agreement. All of these costs and expenses such as collection and recovery costs, attorney fees, and court costs, including fees on any mediation, arbitration, appeal, bankruptcy proceedings, and post-judgment collection actions, will be added to your present debt and interest will be charged on them at the highest rate allowed by law. You are liable for and agree to pay BECU's internal and external costs incurred from your deposit of a check payable in a foreign currency for which dollar credit has been given.

In addition to the preceding fees, you agree to indemnify, defend, and hold BECU harmless from any and all liabilities, losses, damages, or costs, including attorney fees, (whether or not suit is brought), court costs, and other costs of litigation we may incur:

- a. In connection with a garnishment, levy, attachment, or other investigation or claim of any nature by a third party against any of your accounts, including without limitation fees relating to funds of a deceased Account Holder or any interpleader proceeding (interpleader fees could be incurred if we transferred funds to a court to hold until rights of claimants were determined);
- b. In connection with any dispute between BECU and any Account Holder, beneficiary, or other claimants to funds or regarding any account transaction; and
- c. In connection with any proceeding or dispute concerning a power of attorney presented with respect to your accounts with BECU, or in any other matter involving BECU and your accounts.

## **9. Account Access**

### **a. Access Options**

You may make withdrawals or transfers from your accounts in any manner which we may now or hereafter permit from time to time (e.g., by check, through automated teller machines or personal computers, in person, by mail, automatic transfer or telephone). If you make withdrawals by check, the check must be properly completed and signed by you or your representative whose authority and signature is on file with us. BECU may return as unpaid any check which is not drawn in a form acceptable to us.

### **b. Transfers by Mail**

Transfers and withdrawals by mail require your signed written request. Such transactions will be posted to your account as of the day the transaction is processed at BECU.

### **c. Withdrawal Restrictions**

We are only required to permit a withdrawal, honor any item, complete a point of sale transfer, or pay any other ATM/Debit transaction if you have sufficient available funds in your account to cover the full amount of the transaction or you have funds available to cover the transaction as described in the Overdrafts Section. In our sole discretion, we may honor any item, in which case you agree to pay the Non-Sufficient Funds (“NSF”) fee set forth in the Account Disclosure, regardless of whether we decide to pay or dishonor the item. If there are sufficient available funds to cover some but not all of your withdrawal orders or items, we may allow those withdrawals for which there are sufficient available funds in any order. We may also refuse to allow a withdrawal whenever we are uncertain regarding who is entitled to funds or there is a claim of any nature against you or the account, for example: when there is a dispute between Account Holders; if a writ of garnishment, writ of attachment, tax levy or similar document is received; when the account has been pledged as collateral for a debt to BECU; if any required documentation has not been presented; or if you fail to repay BECU’s loan on time. Any garnishment, attachment, tax levy, or the like is subject to

BECU's rights and interest in the account. The Primary Member will be advised of the reasons for refusal if any such action is taken to pay any garnishment, attachment, tax levy, or other claim on your account. We shall not be liable for such payment or any damages that result from subsequent overdrafts or insufficient funds.

**d. Transfer Limitations**

For savings accounts, you may make up to six (6) preauthorized, automatic, telephonic, or online banking transfers to another account of yours or to a third party during any calendar month. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearing house (ACH). There is no limit on the number of transfers or withdrawals you can make to any BECU loan account. If a transfer request would exceed the transfer limitations, we may refuse or reverse a transfer that exceeds these limitations and we may close your account or assess fees against your account as set forth in the Account Disclosure.

**e. Account Not Negotiable**

All accounts, including but not limited to Certificates of Deposit, are nonassignable and nonnegotiable to third parties.

**f. Cross Account Transfers**

You agree that:

1. Any Account Holder or Authorized Signer with the correct Personal Identification Number (PIN) or authorization code for applicable Service may transfer funds from your account to any other accounts.
2. Once initiated by any Account Holder or Authorized Signer completed transfers to a third party's account are final.
3. BECU may cancel any cross account relationships you have authorized in the event an Account Holder is removed from your account.

**10. Overdrafts**

**a. Courtesy Pay Service**

An overdraft could result in your deposit accounts in several ways, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited to your account; (4) the assessment of fees; or (5) the deposit of items which, according to our Funds Availability Policy, are treated as not yet available or finally paid, also called "uncollected funds". We are not obligated to pay any item presented for payment if your accounts do not contain sufficient funds or your accounts are not covered by the automatic overdraft protection plan as described below. However, if you maintain your checking account in good standing and are not in default or delinquent on any BECU account, we may approve your reasonable overdrafts as a noncontractual courtesy. You may opt out of this service at any time, in writing or verbal request but you are responsible for any overdrawn balances at the time of

opting out. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You may be notified of any NSF items paid or returned from your account; however, we have no obligation to notify you before we pay or return any item. The amount of the overdraft plus our NSF fee(s) (as disclosed in the Account Disclosure) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner, each owner, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus the NSF fee(s). If you fail to pay the overdraft plus our NSF fee upon demand, we may close your accounts.

This service should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to have this service removed from your account, you can do so by calling us at 206-439-5700 or toll free at 800-233-2328. BECU does NOT include available Courtesy Pay amounts in the balance provided by a teller, at the ATM or point-of-sale (POS) debit card transactions or through Telephone or Online Banking. Limitations: Courtesy Pay is a non-contractual service which is available to individually/jointly owned accounts in good standing. We reserve the right to discontinue this service without prior notice.

**b. Automatic Overdraft Protection Plan for Checking Accounts**

If on any day the funds in your checking account are not sufficient to cover checks and other items posted to your account (including returned items, ACH transfers, ATM withdrawals and point of sale, or other ATM/Debit card transactions), you authorize us to make an advance under any BECU Credit and Security Agreement signed by the Primary Member (“Line of Credit”), and/or transfer funds from your savings account(s), to pay any deficiency. The following terms and conditions apply to this automatic overdraft protection plan:

1. Our determination of a non-sufficient checking account balance may be made at any time between presentation of an item (or receipt of an ATM/Debit card transaction) and our midnight deadline, with only one review of the account required. We have no duty to notify you of non-sufficient funds.
2. All transfers from a Line of Credit shall be in hundred dollar increments or the available overdraft balance, whichever is less, and all transfers from your savings account shall be in exact dollar increments. Charges to a Line of Credit may not exceed the credit available under the terms of the BECU Credit and Security Agreement and we are not required to provide automatic overdraft protection:
  - (a) If the member’s right to further advances under the BECU Credit and Security Agreement has been suspended or if the BECU Credit and Security Agreement has been terminated;

- (b) After the occurrence of a default in the terms of the BECU Credit and Security Agreement; or
  - (c) Whenever prohibited by the BECU Credit and Security Agreement or any applicable law.
- 3. Unless the Primary Member advises us differently in writing or in person, transfers for overdraft protection and other charges shall be made first by charging the Primary Member's Line(s) of Credit with us (if any) to the extent of available credit, and then by transferring funds (if any) from your savings account (unless the savings account has been pledged as collateral for a debt to BECU).
- 4. We are not required to transfer funds to your checking account if:
  - (a) Any or all your accounts are subject to a writ of garnishment, writ of attachment, tax levy, or similar document;
  - (b) There is a dispute between Account Holders;
  - (c) We are uncertain regarding who is entitled to funds in any account you may have with us; or
  - (d) We terminate or suspend your account as provided in Statements section.
- 5. You agree to pay the fees and charges (if any) listed in the Account Disclosure for each automatic transfer to your checking account under this automatic overdraft protection plan.

## **11. Check Stop Payment Orders**

### **a. Stop Payment Request**

You may, upon timely and proper request, ask us to stop payment on a specific check or other item drawn upon your checking account. You may request a stop payment by telephone, by mail, by appearing in person or online. The stop payment will only be effective if we receive the order in time for our employees to reasonably act upon the order and only if you state the account number, the check number and its exact amount. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time, we will not be liable to you or to any other party for payment of the item. If we recredit your account after paying an item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to BECU all of your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

### **b. Duration of Order**

Stop payment orders are effective for six (6) months and will automatically terminate after six (6) months unless you notify BECU prior to the expiration of the six (6) months. You must notify BECU in writing to release any stop payment order prior to the expiration of the six (6) month period.

### **c. Liability**

We may charge a fee for each stop payment order as set forth in the Account Disclosure. You may not stop payment

on any certified check, teller's check, or any other check, draft or payment that is guaranteed by you or BECU. You can only stop payment on any other checks or drafts, that we issue on your behalf, in our sole discretion. You should be aware that while payment of the item may be stopped, you may remain liable to any person, including BECU, who is a holder of the item, despite the stop payment order.

**d. Stop Payment of ATM/Debit Card or Point of Sale Transactions**

You may not stop payment for any ATM/Debit card transaction or point of sale (POS) transfer once you have completed the transaction with the merchant.

**12. Post Dated Checks**

You may, upon timely and proper request, ask us not to pay a post-dated check or other item before the date of the item. You may make such a request by telephone, by mail or by appearing in person. Your request will be effective if we receive the order in time for our employees or agents to reasonably act upon your request and you state the account number, check number and its exact amount. If you give us incorrect or incomplete information, we will not be responsible for paying the item. If we do not receive your request in time, we may charge your account for the item even though payment is made before the date of the check. If we recredit your account after paying an item early despite a valid and timely request to delay payment, you agree to sign a statement describing any dispute with the payee, to transfer to BECU all of your rights against the payee or other holders of the item, and to assist us in legal action taken against the person.

**13. Lost Items; Collection Agent Only**

In receiving items from you, (e.g., for withdrawal, collection, deposit, or the issuance of shares), we act only as your agent and reserve the right to reverse any credit given for such items or to charge your account for the items should they become lost in the collection process or be uncollectible for any other reason. You waive notice of dishonor on any item charged back to your account. Such charge backs may cause an overdraft in your account.

**14. Limitation on BECU's Liability for Errors**

Subject to applicable law, we will only be liable for your actual losses or damages not to exceed the amount of the transaction, less lawful deductions. The standard by which our actions shall be measured is willful misconduct. We shall not be liable for any other losses or damages and shall not be liable at all if:

- a. Through no willful misconduct of BECU, your account does not contain enough money to make the transaction;
- b. Circumstances beyond our control prevent the transaction;
- c. Your loss is caused by another financial institution; or
- d. The money in your account is subject to garnishment, attachment, tax levy, legal process or other claim.

In no event shall we be liable for consequential, incidental, or punitive damages.

## **15. BECU Lien and Ability to Offset**

BECU has a statutory lien on any or all funds in any of your accounts at BECU, regardless of the source of the funds. We may apply the funds on which we have a lien to pay off any indebtedness of any Primary Member or Joint Account Holder as an Account Holder, borrower, guarantor, endorser, or otherwise on any obligation to BECU. You agree that we may offset against or deduct from any account, including joint accounts, any amounts due or to become due us by any Account Holder (including but not limited to account fees and matured or unmatured loans or other debts), even if the amount is not owed by all Account Holders. We may do so without prior notice to you. If we choose not to enforce our lien or exercise our offset rights we do not waive our right to do so at a later time.

## **16. Obtaining and Providing Information About Accounts and Account Holders**

You authorize us to check your account, credit, and employment history and to obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request from time to time.

Upon your request, we will inform you of the name and address of each credit reporting agency from which BECU obtains a credit report in connection with your account.

Please refer to our Privacy Statement for additional information regarding obtaining and providing information about you and your accounts.

## **17. Notices**

### **a. Name or Address Changes**

You agree to notify BECU upon a change of address or change of name. We are only required to honor items drawn upon the name(s) listed on the account and to attempt to communicate with you only at the most recent address for the Primary Member shown in the account records of BECU. We will accept a change of address notice from you that is signed and submitted to BECU. We may, at our sole discretion, accept oral notices of a change in address.

### **b. General Notices, Correspondence, and Oral Communications**

Absent a contrary request, we will send any notice, document, or correspondence regarding your accounts by first class mail to the Primary Member at the last address in BECU's account file. You authorize us to update your address (at our option) with any address change received from the U.S. Postal Service. Notices may be included with an account statement or in any BECU publications. Notices and other documents made available to the Primary Member shall be binding on all Account Holders even though not received by all Account Holders. The Primary Member specifically agrees to keep all other Account Holders informed of such notices, account statements and other documents. You agree that oral instructions are

binding on you if relied upon by us and agree to defend and hold BECU harmless from any liability arising as a result of such instructions. You agree that our records of all transactions will govern in case of any dispute.

**c. Notice of Amendments**

Except as prohibited by applicable law, the terms of the Account Agreements and all fees and other agreements provided to you in connection with any account are subject to change by us at any time. When we make changes to the Account Agreements, we may post the change in our financial centers or we may provide notice by mail at least 30 days before the change(s) become effective or as required by law. By maintaining or using any account after the effective date of the change(s), you agree to be bound by the change(s). If notice is given by mail, you agree that only one notice is necessary in the case of a joint account. You may terminate your account prior to the effective date of any changes.

**d. Notice of Disputes**

ALL COMMUNICATIONS CONCERNING ANY DISPUTED DEBTS, INCLUDING ANY CHECK OR INSTRUMENT TENDERED AS FULL SATISFACTION OF A DEBT (INCLUDING LOANS), SHALL BE SENT ONLY TO THE ATTENTION OF:

BECU  
Attn: Member Care  
P.O. Box 97050  
Seattle, WA 98124-9750

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

We are required by law to withhold and pay to the IRS a percentage of payments of dividends, interest, and other payments under certain conditions. This is called backup withholding. 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, we may suspend your account privileges.

**19. Statements**

The Primary Member will receive a periodic statement of all transactions and activity on the account(s) during the statement period; all Account Holders agree to stay informed about your accounts and to obtain all desired information from the Primary Member. All account statements will be sent no less than quarterly. Transactions on your account, including any deposit, share issuance, withdrawal, transfer, payment of dividends, or interest and imposition of applicable fees, will appear on your statement. You agree that the following information is sufficient to allow you to reasonably identify items paid and that we do not need to provide any other information in the statement except for the following: item number, amount and date of payment.

You are responsible for examining each statement and any carbon copy of your checks. You agree to carefully examine and reconcile each statement and report any irregularities to us.



You are also in the best position to discover unauthorized signatures or endorsements, or a material alteration of any check or other item. You agree to exercise reasonable care and promptness to examine each statement and item and to promptly notify us within thirty (30) days of the statement mailing date of any forgery, alteration or other problem. We shall not be liable if you do not comply with the foregoing; we also shall not be liable for items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.

You agree that your original checks will not be returned to you. Microfilm or image copies will be available (for 7 years) upon your request without charge (for a certain number) or for a fee, all as stated in the Account Disclosure. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or the time limits for notifying us of any errors. The statement shall be considered correct for all purposes and we shall not be liable for any payment made or charge to your account unless you notify us in writing within thirty (30) days after the statement and check copies are made available to you.

## **20. Termination or Suspension of Account**

We may suspend or 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 Account Holders or Authorized Signers;
- b. There has been a forgery or fraud alleged or committed involving your account;
- c. We become aware of any dispute or claim alleged with respect to the funds in transactions regarding, or ownership or other rights in or to, the account;
- d. Any account checks are lost or stolen;
- e. There is an unacceptable number or amount of overdrafts not covered by an automatic overdraft protection plan transfer;
- f. There appears to have been or it appears there may be any misrepresentation or any abuse of your account;
- g. You cause a loss to BECU; or
- h. Termination or suspension is required or allowed under our bylaws or applicable law.

Suspensions may take the form of a temporary or permanent “hold” or “freeze” on your account at our discretion. Any Account Holder may terminate an account, including a joint account (except the membership shares), at any time by notifying us in writing. We are not responsible for payment of any check, withdrawal, point of sale transfer, ATM/Debit card transaction or other item once your account is terminated. If we terminate your account, we will mail to the Primary Member all funds in an account, less any obligations owed to BECU by any Account Holder. You agree to use all accounts only in compliance with applicable law and agree that we may restrict or cancel services or terminate the account if we believe any Account Holder is not doing so.

## **21. Termination of Membership**

You may terminate your membership with BECU after giving written notice of your intent to withdraw from membership. We are not liable for payment on any check, withdrawal, or other item once your membership is terminated. You may be expelled from membership for any reason allowed by our bylaws or applicable law, including causing a loss to BECU.

## **22. Inactive and Abandoned Accounts**

If you have an account for which you have not been issued shares or made a withdrawal, deposit, or transfer for more than twenty-four (24) months for a savings account and twelve (12) months for a checking account, we may classify your account as an inactive or dormant account and may charge an inactive account service fee set forth in the Account Disclosure. Thereafter, we may cease to pay interest or dividends on inactive accounts unless otherwise required by applicable law. We will notify you at the last address of the Primary Member shown on our account records three (3) months prior to imposing any fee. Accounts will continue to incur any monthly maintenance or other applicable fees until closed or terminated. You hereby authorize us to transfer funds from your available account to cover these fees as necessary. If your accounts become inactive and presumed abandoned as provided by the Washington Unclaimed Property Act, your accounts will be remitted to the state in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

## **23. Death of a Member**

Upon the death of an Account Holder, funds shall be payable to the surviving joint Account Holders or others in accordance with the Account Agreements and applicable law. We may require the survivor or other claimant to the account to produce certain documents before releasing funds. We may continue to honor all transfers, withdrawals, deposits, the delivery of funds for your accounts and any other transactions on the account until we learn of the death. Once we learn of a death, we may pay checks or honor other payments or transfer orders authorized by the deceased for a period of ten (10) days unless we receive instructions from an authorized person to stop payment on the checks or other items. You agree that we can require anyone who claims funds in your account after your death to indemnify BECU for any losses resulting from honoring that claim. If the deceased Account Holder was the Primary Member, we may require closure of the account or transfer of the funds to any active account of another Account Holder who would qualify as a Primary Member.

## **24. Indemnity**

If you ask us to follow instructions, which we believe might expose us to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protection.

An example of the kind of protection asked for would be your promise to defend and hold BECU harmless against any claims and pay all attorneys' fees and costs associated with the defense.

You agree to indemnify and hold BECU harmless from all costs, including attorneys' fees, damages and claims related to BECU's actions if BECU is unable to post funds to an account under certain circumstances which includes the event in which the designated account would be closed, including claims of any Account Holder, payee or endorsee or in failing to cancel or process an item as a result of incorrect information provided by you.

**25. Waiver**

Any waiver of any term or condition stated in the Account Agreements must be in writing and signed by an officer of BECU and shall not be considered to be a waiver of any future or other obligation or right.

**26. Severability**

In the event that any provision of the Account Agreements or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other provisions and portions shall not be invalid or unenforceable and will continue in full force and effect.

**27. Governing Law; Bylaws**

The Account Agreements are governed by the Bylaws of BECU, federal laws and regulations, the laws and regulations of the state of Washington and local clearinghouse rules, all as amended from time to time. Any disputes regarding the Account Agreements shall be brought and be subject to the jurisdiction of a court in King County, Washington. You agree to be bound by all terms and conditions of our Bylaws, as amended from time to time. Notwithstanding other provisions you agree that changes in the Bylaws shall be effective when approved by our Board of Directors, even if you do not receive prior notice.

All accounts opened with BECU are subject to all applicable laws, including federal law and regulations of the National Credit Union Administration (NCUA) and including the Washington Financial Institutions Individual Account Deposit Act. In addition to our rights contained in the Account Agreements, we shall have all rights of a financial institution under that act and under all other applicable laws and regulations.

**28. Enforcement**

In addition to the other costs and fees due under the Account Agreements, you agree to pay upon demand any costs and fees we incur in enforcing the Account Agreements, including but not limited to attorneys' fees and costs, including those incurred with or without suit, incurred on appeal, in bankruptcy proceedings and in any post judgment collection actions, if applicable.

**29. Credit Report Direct Disputes**

If you have a direct dispute with us regarding your liability for a credit account or other debt, terms of a credit account or

other debt, your performance or other conduct concerning an account, any other information contained in a consumer report regarding a BECU account or relationship that bears on your creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, please provide your direct dispute to us at the following address:

BECU, Credit Report Dispute  
Mailstop 1082-2  
P.O. Box 97050  
Seattle, WA 98124

Please include the following in your direct dispute:

1. Sufficient information to identify the account or relationship that is in dispute, including account number and your name, address, and date of birth;
2. Specific information that you are disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required to substantiate the basis of your dispute (eg: a copy of the consumer report containing the allegedly inaccurate information; a police report; affidavits; court order; or account statements).

## **II. FUNDS AVAILABILITY POLICY**

### **1. Your Ability to Withdraw Funds**

We are providing this disclosure to help you determine when funds from the cash, checks and other items deposited into your checking account(s) are available for withdrawal.

- a. Unless otherwise indicated below in section 2(a) Exception Holds, or 2(b) Account Status, our policy is to make funds from cash and check deposits available on the same business day we receive them. Once the funds are available, they can be withdrawn and we will use them to pay items debiting your account. In some cases, we will not make all of the funds deposited by check available on the same business day that they are received by us. If funds are deposited directly with a BECU employee and we are not going to make all of the funds available on the day of receipt, we will provide notification at that time and we will tell you when the funds will be available. If the funds are not delivered directly to a BECU employee or we decide to take this action after you have left BECU's premises, we will mail you a notice by the business day after we receive the deposit. If you need such funds right away, you should ask when the funds will be available.
- b. For determining funds availability, every day is a business day, except Saturdays, Sundays and federal holidays.
- c. For Electronic Direct Deposits, Deposits at Automatic Transaction Machines (ATMs), Drop Boxes or via Mail, please see section 4 below.

### **2. Delays May Apply**

- a. Exception holds. Funds delivered to us may be delayed for a longer period if: we believe a check will not be paid; you present checks for credit to your checking account totaling

more than Five Thousand Dollars (\$5,000) on any one day; you present a check that has already been returned unpaid; you have overdrawn your account repeatedly in the last six (6) months; or, there is an emergency, such as failure of communication or computer equipment. We will notify you if your ability to withdraw funds is delayed for any of these reasons and will tell you when the funds will be available. Your funds will generally be available no later than the fifth (5th) business day after the original day of availability. Please remember that although funds may be available and they are withdrawn, you are still responsible for any problems associated with collection or presentment, such as a check that was deposited being returned to us unpaid. If you have any questions about the availability of funds from a particular check, please contact us.

- b. **Account Status.** New Members' accounts will be subjected to sections 2(a), 3, 4, and Specific Funds Availability as indicated in section 2(c), for up to 90 days. If you are not a member in good standing, your account may be subject to sections 2(a), 3, 4, and Specific Funds Availability as indicated in section 2(c) until your membership standing improves. We will determine your membership standing based upon our analysis of your account history, your overall relationship with the Credit Union and your credit score. However, if your account history with BECU meets any of the following conditions, your account will be subjected to sections 2(a), 3, 4, and Specific Funds Availability as indicated in section 2(c), for one (1) year: Past Due status on a loan in a twelve (12) month period; six (6) or more NSFs in a twelve (12) month period; two (2) or more ATM deposits with empty envelopes in a thirty (30) day period; Returned Deposits because of counterfeit, lost or stolen item, closed account, forgeries, or bogus checks; or, Returned Deposits where account holder was the maker.
- c. **Specific Funds Availability.** Funds deposited with a teller and payable to you from the U.S. Treasury or Government, and cashier's, certified, or teller's checks, or postal money orders will generally be made available the first (1st) business day following the business day of the deposit. Other checks will generally be made available as follows: At least the first Two Hundred (\$200) of the total combined daily deposit(s) to your account(s) will generally be made available the business day of deposit and the remaining funds will generally be made available the second (2nd) business day after the day of deposit. Funds that are being held may not be used to pay items presented for payment. Remember, after funds have been withdrawn from your account, you remain responsible and liable for checks that were deposited to your account that are returned to us unpaid and for any other problems involving your account.

### **3. Special Rules for New Accounts**

If you are a new member, the following special rules may apply during the first 30 days your account is open.

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

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit.

#### **4. Electronic Direct Deposits, Deposits at ATMs, Drop Boxes, and via Mail**

- a. Electronic direct deposits will be available on the first (1st) business day we receive the deposit.
- b. Subject to sections 2(b), all funds deposited at a BECU owned ATM, Drop Box or by mail will be combined with all deposit(s) made to your account(s) on that day and generally will be available on the second (2nd) business day after the business day of your deposit. Funds deposited (including cash or checks) at a non BECU-owned ATM, or to one of our shared branches, will be combined with all deposit(s) made to your account(s) on that day and generally will not be available until the fifth (5th) business day after the business day of your deposit(s). However, at least the first Two Hundred Dollars (\$200) of the total daily deposit(s) to your account(s) will be available on the day of deposit.
- c. For determining funds availability, every day is a business day, except Saturdays, Sundays and federal holidays. For deposits made at an ATM, if you deposit funds before 3:00 p.m. on a business day, then it is considered the day of deposit. However, if you deposit funds after 3:00 p.m. or on a non-business day, we will consider the day of deposit to be the following business day.

### **III. ELECTRONIC FUNDS TRANSFER SERVICES**

The following outlines your and BECU's rights and responsibilities when you use Electronic Funds Transfer (EFT) services offered or accepted by BECU. Please read the following carefully because it tells you your rights and obligations for the transactions listed.

#### **1. Electronic Funds Transfer Services**

The following services are offered or accepted by BECU.

##### **a. Automated Teller Machines (ATM's)**

BECU's ATM and Debit cards may be used at ATMs and facilities which display the logos that are shown on your

card and other such machines or facilities as we may designate that are part of BECU's extensive network. You may use your ATM or Debit card for the following \*:

1. Withdraw cash;
2. Make deposits;
3. Transfer funds between your accounts;
4. Verify account balances; or
5. Make purchases.

\* Some of these services may not be available at all ATMs.

**Notice regarding ATM fees by others:** If you use an ATM that is not operated by BECU, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

**b. ATM and Debit Card Transactions**

If you have a Savings account with us, you may use an ATM card for deposits, withdrawals, and verify account balances. If you have a checking account with us, you may use a Debit card and personal identification number (PIN) to purchase goods and services from merchants that participate in certain EFT networks and have agreed to accept your card as a means of payment. If you have a Debit card with the MasterCard logo, you may purchase goods and services from merchants who accept MasterCard and you may also obtain cash advances from your checking account at financial institutions participating in the MasterCard program.

**c. Telephone Banking**

Telephone Banking is BECU's touch-tone telephone service which allows you to do the following:

1. Transfer funds between your checking, savings, or Line of Credit accounts;
2. Make loan payments;
3. Find out which checks have cleared;
4. Verify your account balances;
5. And much more.

In order to access Telephone Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to Telephone Banking, please contact BECU in person, by telephone, or letter and identify the account you no longer want to access by Telephone Banking. If you fail to identify the specific account you no longer want to access by Telephone Banking, BECU may terminate Telephone Banking access to all of your BECU accounts.

**d. Automated Clearing House (ACH) Deposits and Withdrawals**

ACH allows you to establish preauthorized deposits and withdrawals from your BECU account. This service allows you to pay or receive reoccurring payments.

**e. Online Banking**

Online Banking is BECU's service which allows you to access your account by way of the intranet for the following:

1. Transfer funds between your accounts;

2. Make loan payments;
3. View the history of your savings, checking, and loan accounts;
4. And much more.

In order to access accounts through Online Banking, you must request access from BECU, which may be accepted or rejected at BECU's discretion. To terminate access to accounts through Online Banking, please contact BECU in person, by telephone, or letter and identify the account you no longer want to access by Online Banking. If you fail to identify the specific account you no longer want to access by Online Banking, BECU may terminate Online Banking access to all of your BECU accounts.

**f. Electronic Check or Draft Conversions/Electronic Returned Check Fees**

Your check or draft can result in an electronic funds transfer. For example:

1. You can purchase goods or pay for services and authorize a merchant or service provider to convert your check or draft to an electronic funds transfer.
2. At the time you offer a check or draft to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check or draft is returned unpaid. Paying such a fee electronically is an electronic funds transfer.
3. Any draft or check you give to BECU may be processed as an electronic funds transfer and funds may be withdrawn from your account as soon as the same day we receive your check. You authorize BECU to convert these items and make these electronic funds transfers.
4. If any draft or check you have given to BECU is returned or not paid for any reason, whether or not it has been processed as an electronic funds transfer, you authorize BECU to collect a returned item fee as set forth in the Account Disclosure and to collect those fees either by charging any of your accounts or processing the fee as an electronic funds transfer from the account on which the unpaid draft, check, or electronic funds transfer was drawn. Your authorization to make these types of electronic funds transfers may be expressed by you orally, in writing, electronically or implied through provision or posting of a notice that the transaction may be processed as an electronic funds transfer and your completion of the transaction.

**2. Limits on Services**

The following dollar amounts may apply in using the services listed above and are limited by the available balance in your Checking account, Savings, Money Market, or Line of



Credit, less any outstanding checks, items or ATM/ Debit card authorizations not yet received or processed by us:

**a. ATM Transactions**

The maximum combined amount that you and any joint account holder(s) may withdraw from your account(s) via ATM(s) will be at least Five Hundred Dollars (\$500) per day. This includes combinations of Savings, Checking, or Money Market withdrawals, and cash back withdrawals made via POS transactions.

**b. Debit Card Transactions**

The maximum combined amount that you and any joint-account holder(s) may purchase through POS based transactions will be at least Fifteen Hundred Dollars (\$1500) per day. This includes the combination of Savings, Checking, or Money Market withdrawals.

**c. Number of Transfers**

ACH withdrawals from your savings and transactions made through Online Banking, via automatic overdraft protection, or Telephone Banking, which would transfer funds from your savings to another account of yours or to a third party cannot exceed more than a total of six (6) occurrences per calendar month. If you exceed these limitations we may charge a fee, your transaction requests may be denied and we may close your accounts.

**d. Account Security**

If we have reason to believe that your ATM or Debit card, PIN, or authorization code has been compromised, we need not give prior notice if an immediate change in your account accessibility is necessary to maintain or restore the security of your account or the electronic fund transfer system.

**3. Fees**

- a. There are no charges for the individual services listed under Section 1 above (Electronic Funds Transfer Services), other than the foreign transaction fee indicated below in paragraph (d) and the returned item fees that may be charge if any draft or check you have given to BECU is returned or not paid for any reason. Any returned item fees will be set forth in the Account Disclosure, any other BECU fee schedule, or under any other agreement between you and BECU.
- b. Terms and conditions, fees and other information for any other BECU electronic funds transfer services, such as electronic bill payments, are described in the separate electronic funds transfer agreements and disclosures for those products.
- c. A fee as set forth in the Account Disclosure will be assessed and charged to your account for each stop payment request from checks written on your checking account. You may not stop payment for any POS transaction or other ATM or Debit card transaction once you have completed your transaction with the merchant.

d. **Foreign Transactions**

Purchases and cash withdrawal transactions made in foreign countries will be billed to you in U.S. dollars. The amount of the charge in foreign currency is converted into a U.S. dollar amount by multiplying the foreign charge amount by the processing day's government mandated conversion rate or the processing day's MasterCard/Plus wholesale exchange rate. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your account. Subject to the requirements of the applicable network, BECU may impose a total foreign transaction fee of 1% of the transaction amount on any foreign transaction. These fees may be shown on your account statement as a separate fee or as part of the transaction amount. When using your MasterCard branded card for international transactions, there may be a foreign transaction fee totaling 1% of the total transaction amount. Such fee will be comprised of a .20% currency conversion fee and a .80% transaction fee. This fee may be itemized on your statement.

4. **Receipts and Notices**

You will receive receipts and notices, according to the type of service you use, so you will have a record of your electronic funds transfers.

a. **Receipts**

You can receive a receipt at the time your transaction is completed if you use any of the ATM, POS or other debit transaction services. Save such receipt for your records.

b. **Notices**

Any notice required or appropriate will be sent to the address on record at BECU. Notices may be included with account statements, BECU publications or other BECU mailings.

5. **Stopping Pre-authorized Transfers, Reporting Errors or Questions on Consumer Accounts**

To stop payment of a pre-authorized ACH transfer to or from your account, to ask whether we have received a direct deposit, to report errors and to ask other questions:

**Call us at:**

206-439-5700 or

Toll-free at 1-800-233-2328

BECU Phone Business Hours

7:00 a.m. - 7:00 p.m. PST Monday - Friday

9:00 a.m. - 1:00 p.m. PST Saturday

**Write us at:**

BECU - Member Care

P.O. Box 97050

Seattle, WA 98124-9750

**a. Stopping Pre-authorized Transfers**

If you have told us in advance to make regular payments out of your accounts, you can stop any of these payments. In order to stop a pre-authorized debit or credit transfer, contact us by appearing in person, by telephone, or correspondence using the telephone number and address given above, in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing as confirmation of your request to be received within fourteen (14) days after you call. A fee will be assessed for each stop payment request as set forth in the Account Disclosure. The fee will be debited from your checking account. If you follow these instructions and we are unable to stop the pre-authorized debit or credit transfer, we will be liable for your losses or damages in accordance with the law.

**b. Errors and Questions**

If you think your account statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, contact us in person, by telephone, or correspondence, using the telephone number and address given above. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount and the date of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to send us your question or complaint in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety days (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the

amount you think is in error. If we determine that there is not an error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the provisional credit, as stated above. You may ask for copies of the documents that we used in our investigation.

## **6. Disputes With Merchants Concerning Goods & Services**

You agree to settle all disputes about purchases of goods and services you make using your Debit card with the merchant who honored the card. If you are unable to settle the dispute with the merchant we will attempt to help resolve the dispute if the following conditions are met:

**You agree to send us a letter that includes the following:**

- (a) Tell us your name and account number.
- (b) If the merchant refused to make a price adjustment, replace the goods or things of value, accept the return of the merchandise, or issue a credit to your account, then tell us the date, amount, and why you are disputing the transaction, including the merchant name and location. Also, provide written confirmation of your attempt(s) to contact the merchant and resolve the dispute. This does not affect your rights with respect to unauthorized transfers or errors regarding your account.

## **7. Loss or Theft of Your Card or Unauthorized Use of Your Account Through Electronic Means For Consumer Accounts**

If you believe your ATM or Debit card(s), PIN or authorization code has been lost or stolen, or if you believe a transfer has been made using the information from your check without your permission contact us immediately, any time of day and any day of the week. Or if you believe that someone has withdrawn or may withdraw money from your account without your permission, contact us immediately.

### **Call us at:**

206-439-5700 or

Toll-free at 1-800-233-2328

BECU Phone Business Hours

7:00 a.m. - 7:00 p.m. PST Monday - Friday

9:00 a.m. - 1:00 p.m. PST Saturday

Evenings or Weekends

Pre recorded message will provide after hours contact information.

### **Write us at:**

BECU - Member Care

P.O. Box 97050

Seattle, WA 98124-97503

## **Your Liability for Lost Cards and Unauthorized Use**

You are responsible for all transfers you authorize using your ATM/Debit card(s), PIN or authorization code under this agreement. If you permit other persons to use your ATM or Debit

card(s), PIN or authorization code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe anyone has used your card or access code or accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum line of credit). If you tell us within 2 business days after you learn of the unauthorized use of your account or card, you can lose no more than \$50 if someone used your account or card without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your account or card, 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 Five Hundred Dollars (\$500). If your account statement shows EFT transactions that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after the statement was made available to you, you may be liable for all other unauthorized EFT transactions up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time.

**8. Loss or Theft of Your Card or Unauthorized Use of Your Account Through Electronic Means For MasterCard Debit Card Purchase Transactions**

If you notify us of your lost or stolen card within twenty-four (24) hours of discovery and meet certain conditions, you may not be liable for any losses. This zero liability will apply only if:

- a. You can demonstrate that you have exercised reasonable care in safekeeping your card from risk of loss or theft;
- b. You have not reported two or more incidents of unauthorized use to us within the preceding 12 (twelve) months; and
- c. Your account is in good standing.

If you notify us of your lost or stolen card after twenty-four (24) hours of discovery or do not satisfy the conditions set forth above, your maximum liability for losses to your account may be up to Fifty (\$50). These liability limits will apply, provided you did not receive a benefit or the unauthorized use of your card was by someone without actual, implied, or apparent authority, otherwise the liability limits set forth a may apply.

**9. BECU's Liability if Transfers or Transactions are not made as Agreed For Consumer Accounts**

If we do not complete a transfer to or from your Savings, Checking or Line of Credit accounts, in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- a. Through no fault of ours, you do not have enough money in your account to make the transfer.
- b. The transfer exceeds the limit on your Line of Credit

or Home Equity Line of Credit.

- c. If the transfer exceeds the six-per-month limit on Telephone Banking, Online Banking, and automatic overdraft transfers from your savings account.
- d. The ATM where you are making the transaction does not have enough cash.
- e. The terminal did not work properly.
- f. Circumstances beyond our control (such as natural disasters, acts of God or war) prevent the transaction, despite reasonable precautions we have taken.
- g. The error was caused by a system of an affiliated network and/or business partner or such other machine or facilities as we may designate. There may be other exceptions stated in our agreement(s) with you.
- h. If any other financial institution or any other merchant or business refuses to honor your ATM or Debit card.

#### **10. Disclosure of Account Information**

We regard your business with us and information about your account as confidential. However, BECU may disclose information to third parties regarding your account or transfers under the following special circumstances and in accordance with our Privacy Policy:

- a. When it is necessary for completing transfers;
- b. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c. In order to comply with government agency or court orders;
- d. If you gave us your written permission.

#### **11. BECU's Business Days**

Our business days are Monday through Friday, excluding legal holidays.

#### **12. Termination of the Account Agreements**

We agree that you may terminate this agreement at any time by giving written notice, stopping the use of any access code and returning to us all cards issued in connection with this agreement. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may terminate the Agreements at any time by notifying you orally or in writing. Whether you or BECU terminates the Agreements, the termination shall not affect your obligations under the Agreements for any EFTs made prior to termination.

#### **13. General Safety Precautions When Using ATMs**

##### **General Safety:**

- a. Be aware of your surroundings. Avoid poorly maintained or poorly lighted locations. If you see anyone or anything suspicious, leave the area immediately.
- b. Be aware of your surroundings when using an ATM or night deposit facility after dark.
- c. Be prepared. Have your card ready before approaching

- the ATM.
- d. Shield the ATM keyboard with your body so others cannot observe you entering your PIN.
  - e. Cancel the transaction and put away your card if a suspicious situation develops.
  - f. Put away your money and receipt right after the transaction is complete. Count the cash later.
  - g. If you are followed after leaving an ATM, go to a heavily populated, well-lighted area and call the police.

**At Drive-up ATMs:**

- a. While waiting in line, keep the engine running, the doors locked and the windows up.
- b. Leave enough room between cars to allow for a quick exit, if necessary.

**Card Smart Tips:**

- a. Memorize your PIN. Never write it on your card or anything you carry with your card.
- b. Never tell your PIN to anyone.
- c. Be wary of giving out account information over the phone.
- d. Do not withdraw money for an “official” person. No official would ask you to withdraw money for any reason.
- e. Keep your transaction receipts and verify each one against your statements. If you find an unexplained transaction, notify your financial institution immediately.
- f. Report a lost or stolen card to your financial institution as soon as you discover it is missing.

## **IV. RULES REGARDING CERTAIN FUNDS TRANSFERS**

Certain transfers of funds in or out of your accounts are governed by federal Regulation J, rules of the National Automated Clearing House Association (“NACHA”) or the Washington Funds Transfer Act. Generally, these are business purpose wire transfers that you ask us to make from your account or someone else asks their bank to make to your account. Some transfers of funds between your accounts may also be governed by these rules.

### **1. Law Governing ACH Transactions**

We may accept payments to your account which have been transmitted through one or more ACH’s and which are not subject to the Electronic Funds Transfer Act. Your rights and obligations with respect to such payments shall be subject to NACHA operating rules which are applicable to ACH transactions involving your account.

### **2. Law Governing Wire Transfer Transactions**

We may accept payments to your account which have been sent by Fedwire (an electronic payments system operated by the Federal Reserve System) or we may send a payment from

your account through this system to someone else if you ask us to send a funds transfer. Your rights and obligations with respect to payments, which involve Fedwire, will be governed by federal Regulation J.

### **3. Specific Rules and Regulations**

You agree to abide by the Rules and Regulations which we, the Federal Reserve System and various Automated Clearing Houses have established for originating or accepting funds transfer. These Rules and Regulations are amended from time to time and you agree to abide by these amendments in order to use or accept the funds transfer services offered by BECU.

### **4. Notice of Receipt of Payment**

Under NACHA rules, we are not required to give next-day notice to you of receipt of an ACH funds transfer. You expressly agree that we do not need to give you next-day notice of the receipt of any funds transfer accepted on your behalf, whether governed by NACHA rules, Regulation J, or other law. Instead, we will notify you of the receipt of ACH transfers in your periodic statements. Additionally, you may call us for funds transfer information or access your current account information by using telephone banking or online banking.

### **5. Provisional Payment Only**

Credit that we give you with respect to any funds transfer credit entry is provisional until we receive final settlement for such entry. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry. In that instance, the originator of the funds transfer, (the party making payment to you) shall be deemed not to have paid you the amount of such entry.

### **6. Reliance on Account Number**

When processing an ACH funds transfer, we will rely on the account number or other identifying number transmitted with the funds transfer even if the number identifies a person different than the named beneficiary. When processing a wire funds transfer we will rely on the account number or other identifying number, and the beneficiary's name transmitted with the funds transfer.

### **7. Reliance on Routing Number**

If you give us a payment order requesting a funds transfer which identifies any bank in the funds transfer by name and by a routing number or other identifying number, a receiving bank in the funds transfer chain may rely on that number as the proper identifying number even if it identifies a bank different from the named bank.

### **8. Declared Dividend/Interest Rate**

You agree that if we are obligated to pay you dividends/interest under laws governing funds transfers, that the rate of dividends/interest to be paid shall be the rate of dividends/interest paid on either:

- a. The BECU account from which the funds were transferred or should have been transferred; or,
- b. The BECU account to which the proceeds of the funds transfer were credited or should have been credited.



## **9. Security Procedures**

You agree that we may use security procedures to detect unauthorized requests for funds transfers prior to accepting your request. We will not use such security procedures for transfers between your accounts with us, unless we specifically agree with you to do so.

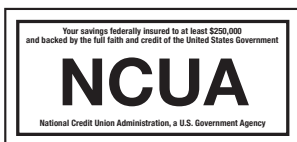
These security procedures, which you agree are commercially reasonable, will be either a call-back or a request for personal photo identification (such as a driver's license) or some other mutually agreed upon procedure. Your use of any security procedure shall constitute your additional agreement to its use and your acceptance of it as a commercially reasonable procedure. You agree we may vary the security procedure depending upon the amount and type of funds you request transferred or the method you use to make the request. You agree that if we act in good faith on your request for a funds transfer in compliance with these security procedures, the transfer shall be treated as an authorized funds transfer, whether or not actually authorized by you.







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BECU 6514 5/2012

**WWW.BECU.ORG | 800-233-2328**

PO Box 97050, Seattle, WA 98124-9750

# Consumer Account Disclosure



The following deposit product information is applicable to consumer accounts at Boeing Employees' Credit Union (BECU) as of the effective date shown below. BECU may add to or change the rates and fees contained in this schedule from time to time. Each Primary Member, Joint Account Holder, Authorized Signer, and authorized user of the account agrees to the terms and condition in the Consumer Account Disclosure and acknowledges that it is a part of the Account Agreements.

## RATE SCHEDULE EFFECTIVE APRIL 1, 2013

ACCOUNT TYPE	BALANCE REQUIREMENTS	Interest Rate	ANNUAL PERCENTAGE YIELD ("APY")
Member Advantage Savings	\$0.00 to \$500.00	6.00	6.17
	\$500.01 +	0.10	0.10
Member Advantage Checking	\$0.00 to \$500.00	6.00	6.17
	\$500.01 +	0.05	0.05
Early Saver (under age 18)	\$0.00 to \$500.00	6.00	6.17
	\$500.01 +	0.10	0.10
Member Share / Savings		0.10	0.10
Checking		0.05	0.05
Variable IRA Savings		0.10	0.10
Health Savings Account (HSA)		0.10	0.10
Money Market w/ Member Advantage	\$0.00 to \$9,999.99	0.05	0.05
	\$10,000 to \$49,999.99	0.30	0.30
	\$50,000 to \$99,999.99	0.35	0.35
	\$100,000+	0.35	0.35
Money Market	\$0.00 to \$9,999.99	0.05	0.05
	\$10,000 to \$49,999.99	0.15	0.15
	\$50,000 to \$99,999.99	0.20	0.20
	\$100,000+	0.20	0.20

CERTIFICATE OF DEPOSIT (CD) TERM RANGES	\$500 - \$49,999.99				\$50,000 - \$99,999.99				\$100,000 +			
			w/ Member Advantage*				w/ Member Advantage*				w/ Member Advantage*	
	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY
3 - 5 month	0.10	0.10	0.35	0.35	0.15	0.15	0.40	0.40	0.15	0.15	0.40	0.40
6 - 11 month	0.15	0.15	0.40	0.40	0.20	0.20	0.45	0.45	0.20	0.20	0.45	0.45
12 - 17 month	0.20	0.20	0.45	0.45	0.25	0.25	0.50	0.50	0.25	0.25	0.50	0.50
18 - 23 month	0.25	0.25	0.50	0.50	0.30	0.30	0.55	0.55	0.30	0.30	0.55	0.55
24 - 35 month	0.35	0.35	0.60	0.60	0.40	0.40	0.65	0.65	0.40	0.40	0.65	0.65
36 - 47 month	0.60	0.60	0.85	0.85	0.65	0.65	0.90	0.90	0.65	0.65	0.90	0.90
48 - 59 month	0.70	0.70	0.95	0.95	0.75	0.75	1.00	1.01	0.75	0.75	1.00	1.01
60 month	0.90	0.90	1.15	1.16	0.95	0.95	1.20	1.21	0.95	0.95	1.20	1.21
12 month bump	0.15	0.15	0.40	0.40	0.20	0.20	0.45	0.45	0.20	0.20	0.45	0.45
24 month bump	0.30	0.30	0.55	0.55	0.35	0.35	0.60	0.60	0.35	0.35	0.60	0.60
6 month Veterans Family Fund CD	0.15	0.15			0.20	0.20			0.20	0.20		

IRA CERTIFICATE OF DEPOSIT TERMS	\$500 - \$49,999.99				\$50,000 - \$99,999.99				\$100,000 +			
			w/ Member Advantage*				w/ Member Advantage*				w/ Member Advantage*	
	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY	Rate	APY
12 month	0.20	0.20	0.45	0.45	0.25	0.25	0.50	0.50	0.25	0.25	0.50	0.50
12 month bump	0.15	0.15	0.40	0.40	0.20	0.20	0.45	0.45	0.20	0.20	0.45	0.45
18 month	0.25	0.25	0.50	0.50	0.30	0.30	0.55	0.55	0.30	0.30	0.55	0.55
24 month	0.35	0.35	0.60	0.60	0.40	0.40	0.65	0.65	0.40	0.40	0.65	0.65
24 month bump	0.30	0.30	0.55	0.55	0.35	0.35	0.60	0.60	0.35	0.35	0.60	0.60
36 month	0.60	0.60	0.85	0.85	0.65	0.65	0.90	0.90	0.65	0.65	0.90	0.90
48 month	0.70	0.70	0.95	0.95	0.75	0.75	1.00	1.01	0.75	0.75	1.00	1.01
60 month	0.90	0.90	1.15	1.16	0.95	0.95	1.20	1.21	0.95	0.95	1.20	1.21

FEE SCHEDULE			
Establish BECU Membership	\$5.00 minimum initial deposit to establish membership		
<b>Non-Sufficient Funds Fees (NSF)</b>			
NSF Fee	\$25.00 per transaction for which funds are not sufficient and the item is paid or returned unpaid		
NSF Fee - Uncollected	\$25.00 per transaction for which funds are uncollected and the item is paid or returned unpaid		
NSF Fee - Transfer	\$25.00 per transaction for which funds are not available for the scheduled automatic transfer loan pmt.		
Excess Transaction Fee	\$20.00 per transaction that exceeds the transaction limitation imposed by Regulation D		
Copy Fee	First 3 copies free, then \$2.00 for each additional copy		
Empty Envelope Deposit Fee	\$25.00 per empty envelope deposited into an ATM	Wire Transfer Fee	\$25.00 per Domestic outgoing wire transfer \$35.00 per International outgoing wire transfer
Cashier's Check Fee	\$2.00 for each check	Research Fee	\$15.00 per hour (minimum 1 hour)
Stop Payment Fee	\$25.00 per item	Merchant Lookup Fee	\$15.00 per item
Overdraft Fee	BECU does not assess an Overdraft Fee		

## TRUTH IN SAVINGS DISCLOSURE

### Rate Information

The interest rate, dividend rate, and APY on your accounts are shown on page one. Dividend rates and APY may change as determined by the Board of Directors, however the interest rate and APY are fixed for CD and IRA Certificates and will be in effect for the term of the account. The APY is based on an assumption that interest/dividends will remain on deposit for one year or until maturity.

### Nature of Dividends

Dividends are paid from current income and available earnings after required transfers to reserves at the end of your statement cycle. The dividend rates shown on page 1 are as of the last dividend declaration date.

### Compounding and Crediting

Interest and dividends will be compounded and credited monthly per statement cycle for all applicable deposit accounts.

### Accrual of Interest and Dividends

Interest and dividends will begin to accrue on deposits when funds are posted to applicable account. For CDs, you may elect at account opening to have accrued interest transferred to a Savings or Checking account. This election will continue unless you notify us otherwise.

### Balance Information

The minimum balance required to open an account is stated on page 1 for applicable accounts. Interest and dividends are calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day based on a 365-day year (366-day year during a leap year).

### Zero Dividend Accounts

No interest or dividends will be paid to any zero dividend account; regardless of any terms or conditions provided for by BECU.

### Transaction Limitations

You may make up to six (6) pre-authorized, automatic, telephonic, or Online Banking transfers between your own non-transaction (savings and money market) accounts or to a third party's account during a calendar month. If a transfer request exceeds the six (6) transfer limitation, we may refuse or reverse the transfer and may assess excess transaction fees and may close your account. Health Savings Accounts are exempt from this restriction.

### Member Advantage Accounts

Limit one Member Advantage Savings (MAS) and one Member Advantage Checking (MAC) account per person. May have multiple Member Advantage CDs and Money Market with Member Advantage (MMMA) accounts.

Open a MAS and MAC account, sign up for free monthly eStatements and make a monetary transaction each month using at least one of the following free and convenient services:

- **Debit MasterCard** make purchases online, over the phone or in person,
- **Online or Telephone Banking** – make BECU loan or Visa payments or transfer funds between BECU accounts,
- **Bill Payment** – pay businesses or individuals, or
- **Direct Deposit** – setup a recurring monthly deposit into your BECU Checking account from your paycheck or other monthly income.

In the event that you are not enrolled in the required services, you're MAS, MAC, and MMMA accounts will be converted to Member Share Savings, Checking, and Money Market accounts respectively, thus earning rates applicable to such accounts.

### Early Saver

Limit one Early Saver Account per person. Requires you to be younger than 18 years old. Upon reaching 18 years of age, your Early Saver account will be converted to a Member Share Savings account, thus earning rates applicable to such account.

## CD AND IRA CERTIFICATE ACCOUNT INFORMATION

### Balance Information

\$500.00 opening balance but may be \$100 if the Add-To feature as described below is established.

### Maturity

Your CD and IRA Certificate accounts will mature within the term shown on page one or the maturity date shown on your monthly statement.

### Early Withdrawal Penalty

We may impose a penalty if you withdraw any of the principal before the maturity date.

### Amount of Penalty

For CD and IRA Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account\* and is applied to the amount of principal withdrawn.

The penalty schedule is as follows:

- Terms up to and including 12 months: 30 days interest
- Terms greater than 12 months: 90 days interest

\*12 Month Term equals 365 days

### How the Penalty Works

The penalty is calculated as a forfeiture of part or all of the interest and may include principal.

### Exceptions to Early Withdrawal Penalties

At our sole discretion, we may pay the account before maturity without imposing an early withdrawal penalty if the following circumstances exist:

- The death of the account holder.
- No fee shall be charged for Required Minimum Distributions, as such term is defined by the IRS. In addition, no penalty shall be charged to the member in the event of premature distribution due to permanent disability, substantially equal periodic payments prior to 59 1/2 (IRS Code 72T exception), distributions to the member's beneficiaries in the event of death, a direct IRA to IRA transfer from a Variable IRA Savings, or conversion of an IRA account within BECU.

**Note** - CD accounts may not be pledged, are nontransferable and non-assignable, except as collateral for a loan at BECU

### Renewal Policy

CD accounts will automatically renew for the same term at the interest rate in effect on the maturity date. A renewal notice will be sent to you at least 30 days prior to maturity. You will have a grace period of seven calendar days after the maturity date to select a different term, or withdraw the funds in the CD or IRA account without being charged an early withdrawal penalty.

### Bump Feature

If you have a CD account with a bump feature, you may at any time during the term of your CD, request that we raise your rate to the current BECU published rate for the equivalent term Bump CD. You will then earn that higher rate for the remainder of the term. You may only exercise this feature one time during the term of the CD. Promotional rates made available in special offers are excluded.

### Add-To Feature

At account opening, or during the renewal seven day grace period **only**, you may establish a pre-authorized automatic recurring transfer to your CD not to exceed a total of \$1,000 per month. The transfer amount cannot be increased during the term of your CD; however, it can be reduced or discontinued at any time. Qualifying, transfer amounts added to your CD will earn your CD's current rate. The preauthorized recurring transfer feature will be canceled if a withdrawal of principal is made during the term of the CD. Additional deposits to the CD outside the parameters of the "Add-To" feature described above are not allowed; any such funds received will be deposited into the Member's Primary Share Savings Account.

### Veterans Family Fund (VFF) CD

Requires a signed agreement authorizing BECU to forward at least 1/2 of the interest earned at maturity to VFF. IRS reporting will include the full amount of interest earned; however, the VFF will send you a receipt with the amount of your contribution for tax purposes.

# Membership Enrollment Application

**Welcome to Boeing Employees' Credit Union (BECU)!** Please print clearly or type to complete all applicable sections & sign where indicated. If you have any questions contact a BECU representative at 206-439-5700 or, outside Seattle, 1-800-233-2328

**Why BECU?** When you join BECU, you gain more than a checkbook and debit card. You become a member/owner of a community of people who care about their neighbors and do their best to help them succeed. BECU strives to give back to Washington communities because we're part of those communities. With members in every corner of the state, our first priority is our responsibility to you, our members. With no outside stockholders to pay, extra earnings are returned to our members in the form of great rates, fewer fees, and a full range of financial services—from home equity loans to IRAs with terms you choose, and budgeting seminars to investment planning.

**Products and Services.** Please visit [becu.org](http://becu.org) for additional information on our products and services.

**ACCOUNT TYPE:**  Member Advantage Savings & Checking  Early Saver  Savings Account  Checking Account  
 Money Market Account  CD \_\_\_\_\_ month term

**Member Advantage Benefits:**

A Member Advantage Account rewards you with a premium rate on the first \$500 account balance in Savings and Checking. With Member Advantage, you'll enjoy additional benefits, such as better earnings on CDs, IRAs and Money Market accounts, cash back on auto loans, along with lower rates on home equity fixed rate advances, boat and RV loans.

**OWNERSHIP TYPE:**  Joint Account with Right of Survivorship (JWROS)  Joint Account without Right of Survivorship (JWOROS)

**ADDITIONAL SERVICES:**  Debit  ATM card only (Savings only) **Please issue card for Joint Account-holder**  1  2  
 Online Banking (Includes free web Bill Pay)  Mobile Banking  E-Statement  
 Order checks check design:  BECU Exclusive Design  Other Design: \_\_\_\_\_

**Please indicate information to be printed on the checks.** Joint Account-holder  1  2  Your name  Mailing Address  Phone

<b>CU Use Only</b>	NEW ACCOUNT NUMBER(S)	DATE	REP	<input type="checkbox"/> ID Verified <input type="checkbox"/> Qualifile
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**Terms of CD Account:** Add to Balance?  Yes  No Auto Renew?  Yes  No Interest Posting:  Add to Balance  Post to Acct \_\_\_\_\_

DEBIT CARD DESIGN:	NOTES:
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**BECU Loans and Lines of Credit** Check all credit types that interest you. We will provide additional information and a credit application to complete.

- Personal Line of Credit** BECU checking account required.
- Visa Credit Card**
- Visa Credit Card with BECU Rewards Program**  
(\$25 annual Rewards Program participation fee applies)
- Student Visa Credit Card**

- Home Equity Line of Credit**
- Home Equity Loan**
- Vehicle**
- Personal Loan**
- Home Improvement Loan** (not secured by property)

Refer to the Credit and Security Agreement Addendum for important rate, fee, and other cost information

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** Federal law requires all financial institutions to help the government fight the funding of terrorism and money laundering activities by obtaining, verifying, and recording information that identifies each person who opens an account. What this means to you: When you open an account we 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.

**Primary Member Information and Ownership**

PRINT PRIMARY MEMBER NAME			PRIMARY SOCIAL SECURITY/TAX IDENTIFICATION NUMBER		
HOME PHONE	WORK PHONE	CELLULAR PHONE	DATE OF BIRTH	MOTHER'S MAIDEN NAME	
STREET ADDRESS (REQUIRED)		CITY	STATE/PROVINCE	ZIP/POSTAL CODE	COUNTRY
MAILING ADDRESS IF DIFFERENT FROM ABOVE		CITY	STATE/PROVINCE	ZIP/POSTAL CODE	COUNTRY
VALID PICTURE ID #	ID TYPE	DATE ISSUED	EXPIR. DATE	STATE & COUNTRY ISSUED	
EMPLOYER		BASIS FOR MEMBERSHIP ELIGIBILITY		EMAIL ADDRESS	



## Joint Account-holders

Joint 1	PRINT NAME		SSN/TIN		HOME PHONE		WORK PHONE		CELL PHONE			
	DATE OF BIRTH		VALID PICTURE ID #		DATE ISSUED		EXPIR. DATE		STATE & COUNTRY ISSUED		ID TYPE	
	STREET ADDRESS (REQUIRED)			CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY		DESIGNATED % ONLY FOR JWOROS
	MAILING ADDRESS IF DIFFERENT FROM ABOVE				CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY	
	EMPLOYER			E-MAIL ADDRESS				MOTHER'S MAIDEN NAME				
Joint 2	PRINT NAME		SSN/TIN		HOME PHONE		WORK PHONE		CELL PHONE			
	DATE OF BIRTH		VALID PICTURE ID #		DATE ISSUED		EXPIR. DATE		STATE & COUNTRY ISSUED		ID TYPE	
	STREET ADDRESS (REQUIRED)			CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY		DESIGNATED % ONLY FOR JWOROS
	MAILING ADDRESS IF DIFFERENT FROM ABOVE				CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY	
	EMPLOYER			E-MAIL ADDRESS				MOTHER'S MAIDEN NAME				

## Beneficiaries

Beneficiary 1	PRINT NAME		SSN/TIN		CONTACT PHONE		DATE OF BIRTH			
	STREET ADDRESS (REQUIRED)			CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY
Beneficiary 2	PRINT NAME		SSN/TIN		CONTACT PHONE		DATE OF BIRTH			
	STREET ADDRESS (REQUIRED)			CITY		STATE/PROVINCE		ZIP/POSTAL CODE		COUNTRY

## Membership Agreements and Signatures

**By signing below, you, the primary member and each joint account-holder(s), acknowledge and agree:** (1) that the information you provide is accurate, complete, and true and that we may rely on such information in our dealings with you now and in the future; (2) that we may accept any order and instruction regarding the account(s) and any request for future services from the Primary or joint account-holder(s) without the consent of or notice to the other account-holder(s); (3) that BECU may receive information about your credit history and performance from others, including credit reporting agencies; (4) to the terms and conditions contained in this Membership Application and in the Membership and Boeing Employees' Credit Union (BECU) Account Agreement and Account Disclosure, all as amended to date, all of which you have reviewed and will retain for your records; (5) that issuance of each ATM and/or Debit Card or other access device is specifically requested; (6) by providing your e-mail address, you agree that BECU may send marketing information regarding products and services to you electronically; and (7) that by selecting a Checking Account, you authorize BECU to debit the cost of the checks from your checking account at the time of the check order; (8) that by selecting a Member Advantage Savings and Checking Account in section 4 above you are indicating that you have provided to us a valid email address for you to receive important notices via email.

### Taxpayer Identification Number Certification and Backup Withholding Information

By signing below, I certify in accordance with the IRS W-9 instructions and under penalties of perjury that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. person (including a U.S. resident alien).

### Certification Instructions

Cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. Cross out item 3 and complete a W-8 BEN if you are not a U.S. person.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

PRIMARY MEMBER SIGNATURE		DATE
(1) JOINT ACCOUNT-HOLDER SIGNATURE		DATE
(2) JOINT ACCOUNT-HOLDER SIGNATURE		DATE