

OREGON PIONEER FEDERAL CREDIT UNION FUNDS AVAILABILITY POLICY

1) General Policy. Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2) Reservation of Right to Hold: In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$200.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

3) Holds on Other Funds: If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

4) ATM Holds. All deposits made at an ATM will have a hold of two business days. If the deposit is later verified to be cash, the hold will be released.

5) Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a) We believe a check you deposit will not be paid.
- b) You deposit checks totaling more than \$5,000 on any one day.
- c) You deposit a check that has been returned unpaid.
- d) You have overdrawn your account repeatedly in the last six months.
- e) There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

6) Special Rules for New Accounts: If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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. 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 be available on the ninth business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFERS

By signing the Account Card, or signing or using the VISA Check Card or any electronic funds transfer access device, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), and Point of Sale ("POS") terminals involving your deposit accounts at the Credit Union, and check card purchases.

1) Services:

a) ATM/VISA Check Card. You may use your Card and access code in automated teller machines displaying the COOP, Star, Cirrus, Interlink, or VISA Networks, and in POS terminals, and such other machines we may designate. At the present time, you may use your Card to make the following transactions on your accounts:

- Withdraw cash from your regular share and checking accounts.
- Make deposits to your regular share or checking accounts.
- Inquire about account balances.
- Transfer funds between your regular share and checking accounts.
- Make purchases of goods and services at POS terminals of participating merchants.
- Other transactions as offered and permitted in the future

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

c) Mobile Phone: If we approve Mobile Phone access service for your accounts, you must designate a separate Personal Identification Number ("PIN"). You must use your PIN along with your account number to access your accounts. At the present time you may use the service to:

- Obtain balance information on your share, share draft (checking), certificate and loan accounts at the Credit Union.
- Obtain information on the most recent deposit to your regular share account.

- Transfer funds among your regular share, checking and loan accounts.
- Perform other transactions as offered and permitted in the future.

d) Internet Banking. If we approve your application for Internet Banking service, you may use a personal computer to access your accounts. For Internet Banking service, you will need a personal computer with access to the Internet (World Wide Web). You may select a personal identification code. You must use your PIN along with your account number to access your accounts. You are responsible for the installation, maintenance and operation of your computer and software. The Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, your software installation or your computer. At the present time, you may use Internet Banking service to:

- * Transfer funds between your Checking, Share and Loan accounts.
- * Transfer funds to accounts of other members you authorize for any of your accounts.
- * Obtain account information related to any checking, share or loan account regarding current balance, history, dividends and rates, loan interest and payoff amounts, payroll and automatic deductions.
- * Make bill payment transfers to participating merchants (payees), review bill payment history and change or cancel scheduled bill payments.
- * Withdraw funds from Checking or Savings accounts by check, made payable to you and mailed to you at your mailing address. Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Open End Credit Agreement and Disclosures.

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

2) **Service Limitations:**

a) VISA Check Card.

1) **Withdrawals:** There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Fee Schedule. You may withdraw up to \$200 per day if there are sufficient funds in your account. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

2) **Purchases:** There is no limitation on the number of POS or VISA Check Card purchases you may make during a statement period. However, there is a daily maximum purchase limit. Aggregate purchases may not exceed the balance in your checking account, plus the unused portion of your overdraft line of credit (if applicable). The Credit Union reserves the right to refuse any transaction that would draw on insufficient funds, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. You may not use your Card or Account for any unlawful or illegal transaction. The Credit Union may refuse to authorize any transaction which it believes may be illegal or unlawful.

3) **Transfers:** You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

b) MOBILE PHONE: Your accounts can be accessed under MOBILE PHONE via a touchtone telephone only. MOBILE PHONE service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day. Transfers from a share account are limited to six in any one month.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. The system may discontinue service after 30 seconds if no transaction is entered, and after seven minutes in all cases. If you wish to make any further transactions, you will have to call back. The system may also discontinue service after three unsuccessful attempts to enter a transaction.

c) INTERNET BANKING.

- 1) Transfers: You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Regular Share Account or Money Market (Dividend Express) account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- 2) Account Information: The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
- 3) Bill Payment Service: When you apply for the online Bill Payment Service you must designate your Share Draft (checking) Account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. We reserve the right to not allow the designation of a particular merchant or institution. You or any persons who you have authorized to use your Bill Payment Service, INTERNET BANKING Service, PIN, or any access code can perform the following transactions:

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

(ii) Obtain information (payee information, payment status information, etc.) about your Bill Payment account status.

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

* "On demand" payments are payments that are not reoccurring. The payments can be canceled or changed through online Bill Payment service up until 12:00 Midnight before your Scheduled Debit Date (the date for which you have requested the payment to be deducted from your account).

* "Future" payments are payments that you initiate each payment by setting the payment amount and due date. The payment can be canceled or changed through online Bill Payment service up until 12:00 Midnight before the Scheduled Debit Date.

* "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the online Bill Payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the online Bill Payment service up until 12:00 Midnight before the Scheduled Debit Date.

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

(v) Bill payments are delivered to the payee by check, which may take up to ten business days from the Scheduled Debit Date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

(vi) Canceling or Changing Online Bill Payments: Payments designated as "on demand" transactions cannot be stopped, canceled or changed once your online Bill Payment session has ended. You may cancel or stop payment on Future and Recurring bill payments instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a bill payment that you have already scheduled for transmission through the online Bill Payment service, you may electronically edit or cancel your payment request through the online Bill Payment service. Your cancellation request must be entered and transmitted through the online Bill Payment service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

If you wish to place an oral stop payment on a recurring bill payment transaction, not using the online Bill Payment service, the Credit Union must receive your oral stop payment request at least three (3) business days before the Scheduled Debit Date. You may call the Credit Union at the telephone number set forth in Section 10 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call.

3) Conditions of EFT Use: The use of your Account and EFT services are subject to the following conditions:

a) Ownership of Cards: Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card or PIN for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.

b) Honoring the Card: Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

c) Security of Access Code: The personal identification number or personal access code that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the MOBILE PHONE, INTERNET BANKING, or online Bill Payment service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

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

4) Member Liability: You are responsible for all transfers you authorize using an EFT service under this Agreement. If you permit other persons to use an EFT service or your access 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, access code or accessed your accounts through an EFT service without your authority. Telephoning is the best way of keeping your possible losses down. You will be responsible for the \$50 Card recovery fee. For VISA Check Card purchase transactions, you will not be liable for any losses. This liability limit will apply, provided you were not grossly negligent or fraudulent in handling your VISA Check Card and you provide us with a written statement regarding your unauthorized VISA Check Card claim, otherwise the liability limits set forth below may apply.

For all other EFT transactions, if you tell us within two (2) business days, you can lose not more than \$50 if someone uses your Card or access code without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Card or access code, and we can prove that we could have stopped someone from using your Card or access code without your permission if you had told us, you could lose as much as \$500. In no event will you be liable for more than \$50 for any unauthorized line of credit transaction.

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

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(503) 833-1540 or (877) 809-6675.

or write:

Oregon Pioneer Federal Credit Union

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