



ELECTRONIC SERVICES AGREEMENT

This agreement covers your and our rights and responsibilities concerning the Electronic Services, including online banking, mobile banking, mobile app, bill payment ("bill pay"), and mobile deposit services (collectively, "Electronic Services") offered to you by Cascade Federal Credit Union ("credit union" or "Cascade FCU"). In this agreement, the words "you" and "yours" mean those who enroll for any of the Electronic Services and any authorized users. The word "account" means any one or more share accounts you have with Cascade FCU.

By using an Electronic Service, you agree to the following terms. Electronic funds transfers ("EFTs") are electronically initiated transactions through online banking, mobile app and bill pay transactions involving your deposit accounts, except mobile deposits. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this agreement.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary accountholder may enroll in the Electronic Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is the primary accountholder and is authorized to enroll in the Electronic Services. Anyone using the Electronic Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Services may be established by any authorized user of the account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Services.

1. ONLINE BANKING & MOBILE APP SERVICES (Digital Banking Services). Upon approval, you may use your personal computer or mobile device to access your accounts. You must use your username and password to access your accounts. Digital banking services are available seven (7) days a week, 24 hours a day. However, periodically, some or all of Cascade FCU's digital banking services may not be available due to system maintenance. You will need a computer and/or mobile device and a web browser (such as Google Chrome or Safari). The link to Cascade FCU's digital services can be found at CascadeFCU.org. You are responsible for the installation, maintenance and operation of your computer, mobile device and internet connection. The credit union will not be responsible for any errors or failures involving any internet connection or your computer or mobile device.

Currently, you may use the digital banking service to:

- Transfer funds between your savings, checking and money market accounts.
- Transfer funds from your checking and savings account to a loan account.
- Transfer funds to another Cascade FCU member's account.
- Review account balance, transaction history, and tax information for checking, savings, money market, certificate, and IRA accounts.
- Review information on your loan accounts including balance information, interest rates, scheduled payment amounts, and next payment due dates.
- Make bill payments and pay other people from your checking account using the bill pay service.
- Make Cascade FCU loan and credit card payments from external accounts and debit cards.
- View and download tax statements.
- Communicate with the credit union via secure messaging.
- Make transfers to accounts at other financial institutions using our A2A service or P2P service.

Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a loan or line of credit account will be subject to your Loan Agreement and Disclosures as applicable.



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2. ONLINE BANKING & MOBILE APP SERVICE LIMITATIONS.

Transfers. You may make funds transfers to your other accounts as often as you like. However, transfers from your money market 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 up to the available credit limit on a credit card at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. Cascade FCU 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. The credit union may set other limits on the amount of any transaction and you will be notified of those limits.

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

Use of Digital Banking Services. You accept responsibility for making sure that you understand how to use the Cascade FCU Digital Banking Services before you actually do so, and you use the Digital Banking Services in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your mobile device and the digital banking software application. In the event we change or upgrade the app, you are responsible for making sure that you understand how to use the app as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use the app or your mobile device.

Relationship to Other Agreements. You agree that when you use the app, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the app, you will contact us directly. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the app. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access your accounts online. You agree to exercise caution when utilizing the app on your mobile device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown in the app reflects the most recent account information available through online banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

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



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

Email. You may use your Internet email service to send messages to us. Email may not, however, be used to initiate a transaction or a stop payment request. The credit union may not immediately receive email communications that you send and the credit union will not take action based on email requests until the credit union actually receives your message and has a reasonable opportunity to act. If you need to contact the credit union immediately regarding an unauthorized transaction, you may call Cascade FCU at the telephone number set forth in Section 19.

3. BILL PAY SERVICE.

Service Access. You may access the bill pay service through the online banking and mobile app services set forth above. The bill pay service allows you to pay bills from a designated account to payees that you designate subject to the requirements set forth below. You agree that payments made using Cascade FCU bill pay are equivalent to those made using paper checks, drafts, transfers or online payments and are bound by the same rules, regulations, state and federal laws.

If at any time you initiate a rush payment, you are also agreeing to accept the fee associated with this service. The amount of that fee will be disclosed to you at that time. This fee will be separate from the expedited transaction and will be charged directly to your current bill pay account.

When you apply for bill pay service you must designate your Cascade FCU checking account as the account from which payments that you authorize will be deducted. If your application for bill pay service is approved, you will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution. Cascade FCU has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the credit union.

You or any persons who you have authorized to use your bill pay service, online banking, mobile banking or password can perform the following transactions:

- 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 Cascade FCU checking account.
- Obtain information (payee information, payment status information, etc.) about your bill pay account status.



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

- "On demand" payments are payments that are not recurring. The payments can be canceled or changed through bill pay during the same session in which you set it up. After logging out, changes can no longer be made.
- "Future" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through bill pay up until midnight before the scheduled debit date.
- "Recurring" payments are payments that are reoccurring on a fixed due date and for a fixed amount. You have an option in the bill pay system to set automatic payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through bill pay up until midnight before the scheduled debit date.

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 designated Cascade FCU checking account. 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 refuse to make the payment, make the payment and transfer funds from any overdraft protection account you have established, or make the payment and thereby overdraw the payment account. In any event that you have insufficient funds in your payment account to make the bill payment request, you are responsible for any non-sufficient funds ("NSF") or overdraft charges the credit union may impose. You are also responsible for any NSF, finance charges, and/or late fees imposed by the bill payment provider and/or the merchant(s) you intended to pay with your bill payment account. The credit union reserves the right to refuse to process payment instructions that reasonably appear to the credit union to be fraudulent or erroneous.

Processing Payments. The amount of your requested bill payments will be deducted from your account on the scheduled debit date and will be posted within two business days of the date that the payment is transmitted to the payee. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the scheduled initiation date. There is generally a dollar limit of \$9,999 (or your available balance) on any payment.

Bill payments are delivered to the payee either electronically, which may take up to three business days from the scheduled debit date, or by check to those payees not set up to accept electronic payments, which may take up to five 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 five (5) 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.

Cancelling or Changing Bill Payments. Payments designated as "on demand" transactions cannot be stopped, canceled, or changed once your Bill Payment session has ended. You may cancel or stop payment on Future and Recurring bill payments 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 Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service



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before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment.

Stop payments. The credit union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The credit union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the credit union (reference contact information in Section 19. Although the credit union will make every effort to accommodate your request, the credit union will have no liability for failing to do so. The credit union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.

Prohibited Payees. We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments, such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, we reserve the right to not process a payment to that payee in the future.

A2A Services. Transfers using the A2A service are subject to limitations that will be disclosed to you at the time you initiate the service. In addition, transfers using the A2A services are subject to additional terms and conditions provided in this Agreement.

4. MOBILE DEPOSIT SERVICES.

a. Mobile Deposit Service Access. Mobile deposit service allows you to use your mobile device camera in conjunction with our mobile app to deposit digital images of checks. Such deposits are subject to verification and some or the entire amount deposited may not be available for immediate withdrawal. Aggregate daily deposit limits and other restrictions shall apply. All members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your accounts. You agree to any such charges. For any remote deposit of any item, you will be responsible for preventing the transmission of another image of that item or the presentment of the item by any other means. You agree to securely retain the item remotely deposited for forty-five (45) days after it has been credited to your account. After forty-five (45) days, you may destroy such item or otherwise void it or render it incapable for transmission or presentment.

b. Member Eligibility. Members with savings or checking accounts in good standing are generally eligible to use mobile deposit. Failure to abide by the terms of this agreement may void your eligibility at our sole discretion. You will become ineligible to use mobile deposit if any of the following apply:

- your account has been negative for more than thirty (30) days,
- you have had multiple returns due to duplicate deposits of checks,
- physical mail or email from the credit union has been returned undeliverable,
- your account is dormant,
- your card services have been revoked,



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- the credit union has revoked or suspended your access to courtesy pay due to past performance,
- your loan or credit card account is delinquent more than thirty (30) days, or
- you are subject to backup withholding.

The credit union may revoke access to mobile deposit immediately and at any time, without prior notice to you.

c. Deposits. We reserve the right to impose limits on the amount(s) and/or number of deposits you may perform using mobile deposit, and to modify those limits at our discretion without prior notice to you. Generally, you may deposit items up to \$2,500.

d. Eligible Checks. You agree to only deposit checks. For purposes of this agreement, a “check” means a negotiable demand draft that is drawn on, or payable through, or at, a United States bank or credit union.

e. Ineligible Checks. You agree that you will not use mobile deposit to deposit checks which:

- are payable or negotiated to a person(s) or entity other than you.
- contain obvious alterations to any of the fields on the front of the check, or which you know or suspect, or should have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- are dated in the future (postdated).
- are dated more than six (6) months prior to the date of deposit (stale dated).
- are payable to more than one party unless being deposited into an account owned by all payees.
- are drawn on a financial institution located outside of the United States.
- are not payable in U.S. currency.
- are identified as non-negotiable.
- have been previously deposited.
- have been previously returned, such as for non-sufficient funds (NSF) or as “Refer to Maker.”

f. Image Quality. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of any check images submitted for deposit using mobile deposit. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible check images to us or if mobile deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable check images to us.

g. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: “FORMOBILE DEPOSIT ONLY AT CASCADE FCU or CFCU.” If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the credit union from any liability or loss to the credit union arising from the payment of the original paper check without such required endorsement.

h. Receipt of Deposit. A check is considered received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Once a deposit is reviewed and approved you will receive a deposit approval notification. We reserve the right to reject any check transmitted through mobile deposit at our discretion. The credit union will bear no liability for any such rejection. We are not liable for any items we do not receive or for images that are not transmitted completely.



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i. Funds Availability. Holds on deposited items are set forth in the credit union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a mobile deposit service are considered received by the credit union when the checks have cleared and funds are available to the credit union. You agree that the imaging and transmitting of checks does not constitute receipt by credit union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the credit union that the transmission of a check or item does not contain errors or that funds will be available.

j. Presentment. You agree not to present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for deposit by any means (a) any substitute check that has already been presented for deposit via the mobile deposit service or (b) any original check, the substitute check of which has already been presented for deposit via the mobile deposit service. In the event that you, or any third party, presents, or attempts to present, a deposit in violation of this subsection you agree to defend, indemnify, and hold the credit union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the credit union from any other deposit accounts with the credit union in its sole discretion.

k. Item Retention and Destruction. You agree to securely store each check you deposit using mobile deposit for a period of forty-five (45) days after transmission in order to verify settlement and credit, or to balance periodic statements. During the period that you maintain the original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks, including theft or reproduction of the original checks for purposes of presentment for deposit of these original checks or unauthorized use of information derived from the original checks. You agree to make the check(s) available to us at our request, and that you will deliver the retained check(s), at your expense, within seven (7) business days to assist in the clearing and collection process, to resolve claims by third parties with respect to any check(s), or for our audit purposes. If not provided within seven (7) business days of our request, the amount of the requested check(s) will be debited from your account regardless of the account balance and you will be liable for any funds owed or unresolved claims by third parties. After such period expires, you will destroy the check in a manner ensuring the check cannot be reproduced or represented for payment. You agree that you are responsible if anyone is asked to make payment based on an original check that has already been paid.

l. Returned Deposited Items. Any credit to your account for checks deposited using mobile deposit is provisional. For any check(s) that you transmit to us through mobile deposit that we credit to your account, in the event that the check(s) is dishonored, you authorize us to debit the amount of the check(s) from your account, plus any applicable fees as stated on our Fee Schedule. You will reimburse us for all loss, cost, damage or expense caused by or related to the processing of the returned check(s). We will notify you by email of the return, and will mail you substitute copies of the returned check(s). If the check(s) deposited is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent, or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you but that we may charge back the amount of the check, plus fees as stated on our Fee Schedule, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been previously returned to you. We may debit any of your accounts to obtain payment for any check that has been rejected or returned, for any adjustments related to such check or for any



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warranty claim related to such check, whether or not the rejection, return, adjustment or warranty claim was made timely.

m. Errors. Any deposits made using mobile deposit will be reflected on your monthly periodic statement. You understand and agree that you are responsible for notifying us immediately of any suspected error relating to check images transmitted by mobile deposit by no later than sixty (60) days after the date of the periodic statement that includes any transaction you allege is erroneous. If notified within such period, Cascade FCU shall correct and resubmit all erroneous files, reports, and other data at the credit union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the credit union's error. You are responsible for any errors that you fail to bring to our attention within the specified timeframe.

n. Indemnity to Credit Union and Service Providers. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses including reasonable attorneys' fees and expenses arising from your use of mobile deposit and/or breach of this agreement. You understand and agree that this paragraph shall survive the termination of this agreement. You understand and agree that you are required to indemnify and hold harmless our technology partners, their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to credit union or your use of the services, applications, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this agreement.

o. Representations and Warranties. You represent and warrant: (a) that you will comply with all federal and state laws, and rules and regulations applicable to mobile deposit transactions, including those of the National Automated Clearing House for ACH transactions; (b) that all checks scanned or photographed are made payable to you; (c) that all signatures on each check are authentic and authorized; and (d) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the credit union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the credit union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

5. ELECTRONIC COMMUNICATION

Electronic communications are enabled through our chat service known as "conversations". You may use the chat function to send messages to us. Chat may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive message communications that you send and the Credit Union will not take action based on message requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in section 19. Member Liability. Information sent or received in chat may be viewable to any person accessing your account and may be deleted from your view.

6. ALERTS. You can elect to receive alerts through the online banking service. Alerts are emails, text messages or push notifications sent to you to notify you of certain transactions or events happening on your account. Each alert can be



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sent via email, text message and/or push notification. Depending on the rate plan with your mobile phone service provider you may incur standard text messaging charges. You can change or cancel an alert anytime through online banking. It is your responsibility to ensure that your email address or mobile phone number is correct in the online banking system. Should you decide to change your email address, mobile phone number, or mobile provider, it is your responsibility to make the necessary changes. Due to various issues that can arise throughout the Internet (ISP outages, incorrectly set up email accounts, spam filters, etc.), the credit union does not guarantee the delivery of your alerts. Do not reply directly to the alert notifications that you receive. If you have questions pertaining to a specific alert you have received you can send us a secure message through online banking or the mobile app or call us at the number listed in Section 19 of this agreement.

7. DIGITAL SERVICES SECURITY

Security & Authorization. The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use your digital banking services to review all of your account information and make account transactions. Also, you are responsible for all bill payments, transfers, or other transactions you authorize using online banking or the mobile app. If you permit other persons to use your personal computer, mobile device and password or other means to access mobile banking, you are responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the credit union and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of your password and the credit union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

Illegal Use or Internet Gambling. You may not use the digital banking services 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. You agree that all transactions that you initiate by use of a service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We will block online gambling transactions by use of an electronic funds transfer service.

8. MEMBER LIABILITY

Authorized Transactions. You are responsible for all transfers you authorize using the Electronic Services under this agreement. If you permit other persons to use your password, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords and other information to prevent unauthorized access to or use of your accounts or services.



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Reporting Unauthorized Use. Notify us at once if you believe anyone has used your password and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at the contact information provided in Section 19.

Consumer Accounts. For EFT transactions on a consumer account, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or access code, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your 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 mailed to you, you may be liable the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

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

9. BUSINESS DAYS. Our business days are Monday through Friday. Holidays are not included.

10. FEES AND CHARGES. There are no credit union charges for the Electronic Services except as set forth in this agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this agreement. In the future, we may add to or enhance the service features and by using such added or enhanced features, you agree to pay any applicable fees.

11. TRANSACTION DOCUMENTATION.

Periodic statements. Transfers, withdrawals and payments transacted through Electronic Services will be recorded on your monthly/quarterly periodic statements provided electronically or by mail. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.



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Digital banking services. Transaction history is also available through online and mobile banking services.

12. ACCOUNT INFORMATION DISCLOSURE. We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: [CascadeFCU.org](https://www.CascadeFCU.org). However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

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

13. LIMITATION OF LIABILITY FOR ELECTRONIC SERVICES. For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, credit union, or by Internet browser providers, or by Internet access providers or by online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, digital banking services, bill pay services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the online banking and bill pay services and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The credit union will not be liable for the following:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit, if applicable or if the funds in your account are subject to an administrative hold, legal process or other claim.
- If you used the wrong password or you have not properly followed any applicable computer, or credit union user instructions for making transfer and bill payment transactions.
- If your computer or mobile device fails or malfunctions or the online banking or mobile app was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- In the event of any failure or interruption of such services or any part thereof, resulting from the act of omission of any third party, or from any other cause not reasonably within the control of the credit union.
- If you have not given the credit union complete, correct and current instructions so the credit union can process a transfer or bill payment.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.



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

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

14. TERMINATION OF ELECTRONIC SERVICES. You agree that we may terminate this agreement and your Electronic Services, if:

- You, or any authorized user of your online banking services breach this or any other agreement with us, or
- We have reason to believe that there has been an unauthorized use of your accounts or password, or
- You conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or
- We reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.
- You have not used the service for at least 12 months.

You or any other party on your account can terminate this agreement by contacting Cascade FCU or notifying us in writing, contact information can be found in Section 19 below. Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

15. NOTICES. The credit union reserves the right to change the terms and conditions upon which this service is offered. The credit union will notify you at least twenty-one (21) days before the effective date of any change, as required by law. This means we will mail you notice or if you have consented to electronic disclosures, we will send it to the email address you have designated. Use of this service is subject to existing regulations governing the credit union account and any future changes to those regulations.

16. STATEMENT ERRORS ON CONSUMER ACCOUNTS. The following statement error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your online banking or mobile app transactions, contact us by: telephone; send us an email; or write us at the address set forth in Section 19, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.



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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your account.

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

17. OTHER GENERAL TERMS.

Other Agreements. In addition to this agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with Cascade Federal Credit Union, as described in your Cascade FCU Account Agreements, prior receipt of which you acknowledge.

Severability. In the event that any portion of this agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the agreement.

18. ENFORCEMENT. You agree to be liable to the credit union for any liability, loss, or expense as provided in this agreement that the credit union incurs as a result of any dispute involving your accounts or services. You authorize the credit union to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision shall be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this agreement.



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19. CONTACT INFORMATION.

Phone: 800.562.2853

Email: eServices@CascadeFCU.org

Mail: Cascade Federal Credit Union
PO Box 58450
Seattle, WA 98138

20. A2A SERVICES TERMS. The A2A service enables you to request a transfer of funds: (1) from your Credit Union account that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to your Eligible Credit Union Account. The Credit Union generally uses the ACH Network to execute A2A transfer requests, but other methods of transfer may also be used.

You agree to use the Service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering and laws prohibiting internet gambling. If any of your Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

a. Authorization to Transfer Funds.

You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service. For example, retirement, business or corporate accounts. Also you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

b. Account Set-up and Verification.

The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which two low value transactions will be made between the accounts. Once the

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verification process is successful, each Third Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your financial institution may limit the number of transactions that you authorize using your savings or money market account.

c. Transfer Requirements and Conditions.

Your request for a transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 2:00 p.m. PST. If your request for a transfer is received by the Credit Union on a day that is not a Business Day or on a Business Day after the established cut-off hour, we will not process your request until the next Business Day.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (iii) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

d. Rejection of an A2A transfer Request.

The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

e. Cancellations, Amendments or Recalls.

You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the financial institution or execution of such request by the financial institution.