

**First Preferred Money Market Account**  
**TRUTH IN SAVINGS DISCLOSURE**

---

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of Rate Changes** - We may change the interest rate on your account every week

**Determination of Rate** - At our discretion, we may change the interest rate on your account.

**Effect of Closing the Account** - If you close your account before interest is credited, you will receive the accrued interest.

**Compounding and Crediting Frequency** - Interest will be compounded daily, and credited to your account monthly.

**Minimum Balance to Open the Account** - You must deposit \$75,000.00 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** - Refer to the *\*\*Rate Information* section below for minimum balance requirements applicable to each tier.

**Minimum Balance to Avoid the Imposition of Fees** - A service charge fee of \$25.00 will be imposed every statement cycle if the balance in the account falls below \$75,000.00 any day of the cycle.

**Other Account Requirements:** In order to open this account you must also open and maintain a FIRST Preferred or FIRST Premium Checking Account.

**Daily Balance Computation Method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits** - Interest begins to accrue on the same day you deposit noncash items (for example, checks).

**Transaction Limitations** - Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, internet, telephone, check or similar order are limited to six per statement cycle. Your account will be charged a \$15 fee for each transaction over the limit as referenced in the Fee Schedule disclosure

**Insufficient Funds Charge Paid** - This charge, as referenced in the Fee Schedule, may be imposed for overdrafts created by checks and by electronic means which includes, but not limited to, ACH pre-authorized withdrawals.

**Insufficient Funds Charge Returned** - This charge, as referenced in the Fee Schedule, is imposed for but not limited to: returned items created by checks and by electronic means such as ACH pre-authorized withdrawals.

**Additional Fees and Charges** - Refer to the Fee Schedule for additional fees and charges that may apply.

**\*\*Rate Information:**

- **Tier 1** - If your daily balance is \$75,000.00 thru \$149,999.99, the interest rate on the entire balance in your account will be \_\_\_\_\_% with an Annual Percentage Yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is \$150,000.00 thru \$249,999.99, the interest rate on the entire balance in your account will be \_\_\_\_\_% with an Annual Percentage Yield of \_\_\_\_\_%.
- **Tier 3** - If your daily balance is \$250,000 or above, the interest rate on the entire balance in your account will be \_\_\_\_\_% with an Annual Percentage Yield of \_\_\_\_\_%.

## Fee Schedule

### Effective April 5, 2024

|                                                                                    |                                       |
|------------------------------------------------------------------------------------|---------------------------------------|
| Account research (per hour)                                                        | \$30.00                               |
| Acct Inactivity Fee <sup>3</sup> (monthly)                                         | \$5.00                                |
| Check copy – (per check)                                                           | \$3.00                                |
| Check Image Fee (in addition to the “Statement Print Service Charge”)              | \$3.00                                |
| Check Printing                                                                     | Fee depends on style of check ordered |
| Counter Checks (Per sheet, first sheet free at account opening)                    | \$4.00                                |
| Debit Card Custom Image upload                                                     | \$10.00                               |
| Debit Card Gallery Image                                                           | \$5.00                                |
| Debit/ATM Card replacement                                                         | \$5.00                                |
| Insufficient Funds Charge (Paid) - per item <sup>4</sup> (\$150 Daily Limit)       | \$30.00                               |
| Insufficient Funds Charge (Returned) - Per item <sup>4,7</sup> (\$150 Daily Limit) | \$30.00                               |
| Item Sent for Collection (per collection)                                          | \$30.00                               |
| Legal Processing Fee <sup>6</sup>                                                  | \$125.00                              |
| Medallion Signature Guarantee for customers <sup>2</sup>                           | \$10.00                               |
| Notary service for customers                                                       | \$5.00                                |
| Official Check – (per check)                                                       | \$7.00                                |
| On Us Check Cashing for non-customers (over \$50.00)                               | \$7.00                                |
| Pre-authorized automatic check payment from account                                | \$5.00                                |
| Reg D Excess Debits Fee (per item) (all money markets)                             | \$15.00                               |
| Reg D Excess Monthly Fee (First Premium & First Business Money Market)             | \$15.00                               |
| Retirement Plan fee (Annual)                                                       | \$25.00                               |
| Retirement Plan Transfer/Rollover fee- outgoing                                    | \$10.00                               |
| Returned Deposited Item Charge (per item)                                          | \$12.00                               |
| Safe Deposit Box drilling/repair                                                   | \$300.00-\$500.00                     |
| Safe Deposit Box key replacement                                                   | \$25.00                               |
| Statement Copies (in addition to “Account Research” fee)                           | \$10.00                               |
| Statement Print Service Charge (monthly) <sup>1</sup>                              | \$5.00                                |
| Stop Payment Fee – Online (per item)                                               | \$25.00                               |
| Stop Payment Fee – Paper (per item)                                                | \$30.00                               |
| Sweep Fee (per sweep) <sup>5</sup>                                                 | \$5.00                                |

### Wire Transfers

|                                       |         |
|---------------------------------------|---------|
| Domestic Incoming Wire (per transfer) | \$15.00 |
| Domestic Outgoing Wire (per transfer) | \$30.00 |
| Intl. Incoming Wire (per transfer)    | \$20.00 |
| Intl Outgoing Wire (per transfer)     | \$40.00 |

<sup>1</sup> Applies to all Checking Accounts and the First Prestige Money Market account..

<sup>2</sup> Free for First Premium Checking Accounts

<sup>3</sup> An account is considered inactive/dormant if no contact from the depositor has been made for more than a 30 month period on a savings or time deposit account and a 12 month period on a checking account.

<sup>4</sup> Created by check or ACH – See Truth-in-Savings Disclosure for more details

<sup>5</sup> For sweeps between a Business Line of Credit and a Business Checking Account

<sup>6</sup> The Legal Processing Fee is charged on all legal related requests except for subpoenas.

<sup>7</sup> Fee will be charged for each NSF item and charged each time the item is presented for payment.



Operated by Global Federal Credit Union



# Important Information About Your Deposit Accounts

**Terms and Conditions**  
**Electronic Transfers**  
**Debit Card Agreement**  
**Funds Availability**  
**Substitute Checks**  
**Terms of Use and  
Online Access Agreement**

Your savings federally insured to at least \$250,000  
and backed by the full faith and credit of the United States Government

**NCUA**

National Credit Union Administration, a U.S. Government Agency

# TABLE OF CONTENTS

|                                                                          |    |
|--------------------------------------------------------------------------|----|
| <b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b>                              | 2  |
| Important Information About Procedures for Opening a New Account         | 2  |
| Agreement                                                                | 2  |
| Membership Eligibility                                                   | 2  |
| Liability                                                                | 2  |
| Deposits                                                                 | 2  |
| Withdrawals                                                              | 2  |
| Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees  | 3  |
| Ownership of Account and Beneficiary Designation                         | 4  |
| Business, Organization and Association Accounts                          | 4  |
| Stop Payments                                                            | 4  |
| Telephone Transfers                                                      | 4  |
| Amendments and Termination                                               | 4  |
| Correction of Clerical Errors                                            | 5  |
| Notices                                                                  | 5  |
| Statements                                                               | 5  |
| Account Transfer                                                         | 5  |
| Reimbursement of Federal Benefit Payments                                | 5  |
| Temporary Account Agreement                                              | 5  |
| Right to Repayment of Indebtedness                                       | 5  |
| Restrictive Legends or Indorsements                                      | 6  |
| Facsimile Signatures                                                     | 6  |
| Pledges                                                                  | 6  |
| Check Processing                                                         | 6  |
| Check Cashing                                                            | 6  |
| Indorsements                                                             | 6  |
| Death or Incompetence                                                    | 6  |
| Fiduciary Accounts                                                       | 6  |
| Credit Verification                                                      | 6  |
| Legal Actions Affecting Your Account                                     | 7  |
| Account Security                                                         | 7  |
| Instructions From You                                                    | 7  |
| Monitoring and Recording Telephone Calls and Account Communications      | 7  |
| Claim of Loss                                                            | 7  |
| Early Withdrawal Penalties                                               | 7  |
| Changes in Name and Contact Information                                  | 8  |
| Resolving Account Disputes                                               | 8  |
| Waiver of Notices                                                        | 8  |
| International ACH Transactions                                           | 8  |
| Power of Attorney                                                        | 8  |
| Stale-Dated Checks                                                       | 8  |
| NCUA Insurance                                                           | 8  |
| Unclaimed Property                                                       | 8  |
| UTMA Accounts                                                            | 8  |
| Cash Transaction Reporting                                               | 8  |
| Backup Withholding/TIN Certification                                     | 8  |
| Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks       | 8  |
| Changing Account Products                                                | 9  |
| Transactions by Mail                                                     | 9  |
| Truncation, Substitute Checks, and Other Check Images                    | 9  |
| Remotely Created Checks                                                  | 9  |
| Unlawful Internet Gambling Notice                                        | 9  |
| Funds Transfers                                                          | 9  |
| Wire Security Procedures                                                 | 10 |
| <b>ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES</b>        | 10 |
| <b>DEBIT CARD AGREEMENT</b>                                              | 11 |
| <b>FUNDS AVAILABILITY DISCLOSURE</b>                                     | 14 |
| <b>SUBSTITUTE CHECKS AND YOUR RIGHTS</b>                                 | 15 |
| <b>FIRST FINANCIAL NORTHWEST OPERATED BY GLOBAL FEDERAL CREDIT UNION</b> |    |
| <b>TERMS OF USE AND ONLINE ACCESS AGREEMENT</b>                          | 16 |

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with First Financial Northwest Operated by Global Federal Credit Union ("First Financial Northwest," "FFNW," "Global," or "the Credit Union"). Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Washington and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

**MEMBERSHIP ELIGIBILITY** - You must meet at least one of the membership qualifications defined in Global's Field of Membership. You also must purchase at least one (1) share (the value of one share is \$5).

Once you qualify for membership, you will not be required to re-qualify if you have maintained active membership status. An active member must maintain a balance of at least \$5 (par value of one share) in any share account. If the account balance drops below \$5 for any reason, including as the result of the imposition of any share account service fee, and the balance is not increased to \$5 within a six-month (6-month) period, your membership may be terminated. If your membership is terminated, you will need to re-qualify for membership, by being in Global's Field of Membership and purchasing a share, to receive account services.

By signing your Membership Application and Master Account Agreement, you agree to abide by the terms and conditions applicable to all accounts and services you receive from Global and to conform to Global's bylaws and amendments. Member accounts, including the account numbers, are solely owned by the member. Only a member may add joint owners or beneficiaries to the account, close the account (and thereby withdraw their membership), and vote in any membership election, including the annual meeting. All account owner(s) and representative(s) (including joint owners, Trustees, Fiduciaries, and Personal Representatives) agree to conform to the bylaws of Global and agree to the terms, conditions, and fee schedules established and amended by us. All share accounts are non-assignable and nontransferable to third parties.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### WITHDRAWALS -

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. Finally, the balances of any overdraft transfer accounts you have linked will be added to your available balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance electronically, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment order of items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items presented to or received by us on the same business day.

Our policy is to post deposits first. ATM withdrawals; debit card transactions; ACH items and WEB transfers are posted as they are received throughout the day. When ACH credits and ACH Debits are received at the same time throughout the day, ACH credits will be posted before ACH debits. Checks arriving on the same day will be posted smallest check amount to largest check amount.

If an item other than an ATM or everyday debit card transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item or return the item for insufficient funds. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Refer to the Fee Schedule.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Account** - is owned by one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Community Property Account** - Such an account is issued to two married persons who intend that all of the property in the account, including earnings, be held as community property.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of our bylaws or this agreement. We may also add new terms to our bylaws or to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason (including if your membership in the credit union terminates). For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Only a joint tenant that is a member can close an account.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

**Note:** Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**CORRECTION OF CLERICAL ERRORS** - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS** - Statements are a valuable tool to, among other things, help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

**Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

**Your duty to report other errors or problems** - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures or alterations. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**RIGHT TO REPAYMENT OF INDEBTEDNESS** - You each agree that we may (without prior notice and when permitted by law) charge against and deduct from this account any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

In addition to these contract rights, we may also have rights under a "statutory lien." A "lien" on property is a creditor's right to obtain ownership of the property in the event a debtor defaults on a debt. A "statutory lien" is one created by federal or state statute. If federal or state law provides us with a statutory lien, then we are authorized to apply, without prior notice, your shares and dividends to any debt you owe us, in accord with the statutory lien.

Neither our contract rights nor rights under a statutory lien apply to this account if prohibited by law. For example, neither our contract rights nor rights under a statutory lien apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

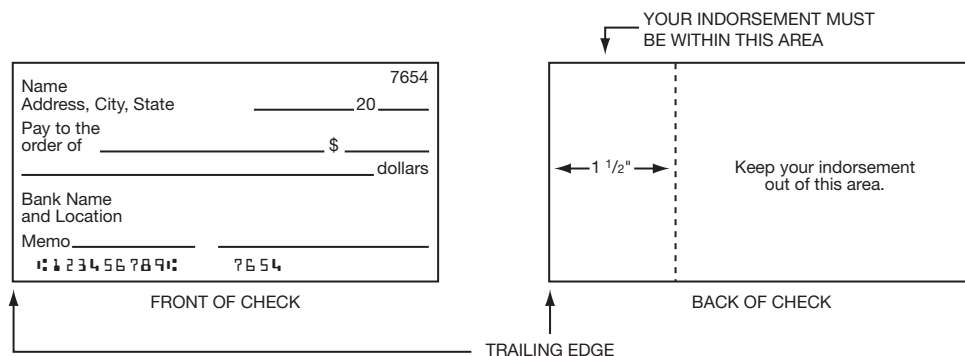
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

#### **ACCOUNT SECURITY -**

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**INSTRUCTIONS FROM YOU** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time or term share account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by the enforcement of our right to repayment of indebtedness against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**NCUA INSURANCE** - Funds in your account(s) with us are insured by the National Credit Union Administration (NCUA) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Share insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the NCUA. You can also visit the NCUA website at [www.ncua.gov](http://www.ncua.gov) and click on the Share Insurance link. The link includes detailed contact information as well as a share insurance estimator.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your

loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**FUNDS TRANSFERS** - You agree that this section is governed by Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A) and the terms used in this section have the meaning given to them in UCC 4A. You also agree to be bound by all funds-transfer system rules, rules of the Board of Governors of the Federal Reserve System (Board) and their operating circulars, as appropriate. Unless otherwise required by applicable law, such as Regulation J or the operating circulars of the Board, this section is subject to UCC 4A as adopted in the state in which you have your account with us. If any part of this section is determined to be unenforceable, the rest shall remain effective. This section controls funds transfers unless supplemented or amended in a separate record. Generally, this section will not apply to you if you are a consumer. For example, this section generally does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA). However, this section does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA. To the extent this section is not inconsistent with the EFTA, this section may also apply to a consumer electronic fund transfer sent through the FedNow system or through the Real Time Payments system (RTP) operated by The Clearing House. In addition, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. Unless otherwise required by the type of funds transfer you are initiating, you may transmit a payment order orally or in a record, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit or share account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**WIRE SECURITY PROCEDURES** - First Financial Northwest Credit Union and you agree that the following security procedures are a commercially reasonable method of providing security against unauthorized Payment Orders:

- Only individuals named on the account shall be able to issue wire transfer requests to the Credit Union; and
- The Credit Union may require identifying information to be provided; and
- Upon receiving a wire transfer request initiated by fax, email or other electronic methods, the Credit Union will telephone you or another individual named on the account at a telephone number of record to confirm the request.
- The Credit Union may implement additional security procedures, as appropriate, to provide additional risk mitigation for high risk monetary transactions.

The Credit Union will make reasonable attempts to call and verify the transfer instructions, but its failure to verify or authenticate any such instructions shall not be evidence of any failure to exercise reasonable care or good faith. You agree that the Credit Union shall not be liable for its refusal to honor any instructions for a transfer or related act if the Credit Union, in good faith, is unable to satisfy that you or an Individual named on the account gave the instruction.

If the Credit Union attempts to verify authorization and for any reason is not satisfied that the transfer request was issued by a person named on the account, the Credit Union may refuse to execute the transfer request. In so refusing, the Credit Union shall not incur any liability whatsoever. You agree not to disclose any aspects of the security procedures agreed to, except on a "need to know" basis. You shall notify the Credit Union immediately if the confidentiality of these security procedures is compromised and shall act to prevent the security procedures from being further compromised.

The Credit Union and you agree that transfer requests received by the Credit Union are effective as the transfer request of you, whether or not authorized, if First Financial Northwest Credit Union accepted the transfer request in compliance with the above security procedures.

---

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.ffnw.com](http://www.ffnw.com) and using your login information, to:

- transfer funds from checking to savings or checking
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- send money to friends and family (using a third party processor)
- transfer funds to or from an account held with First Financial Northwest or to an account held at external institutions
- make payments from checking or savings to loan account(s) with us
- make payments from checking or money market account(s) to third parties with the use of bill payer services
- get information about:
  - checking and savings accounts

**Mobile Banking Transfers - types of transfers** - You may access your account(s) by downloading the First Mobile App and using your online banking username and password, to:

- transfer funds from checking to savings or checking
- transfer funds from savings to checking or savings
- transfer funds from line of credit to checking or savings
- send money to friends and family (using a third party processor).
- transfer funds to or from an account held with First Financial Northwest or to an account held at external institutions
- make payments from checking or savings to loan account(s) with us
- make payments from checking or money market account(s) to third parties with the user of bill payer services
- make deposits to your checking, savings, or money market account(s) using the First Mobile App. Holds and cutoff times may apply. See the Mobile Deposit Capture Terms and Conditions for details.
- get information about:
  - checking and savings accounts

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**ACH Transfers and Same Day ACH (SDA)** - You can initiate ACH transfers between your FFWN account and accounts at external institutions by notifying FFWN of your request and completing the applicable Authorization form.

You have the ability to initiate a "Same Day ACH (SDA)" transfer to and/or from an external institution for same day availability/posting which is subject to the external institutions posting policies. These requests must be received by the bank before 10 am PT. If a request is received after this time, it will be processed as an SDA item for the next business day. SDA transactions are subject to dollar limits as set forth in the ACH rules and guidelines. In order for an external transfer to be credited, funds must be available in the FFWN account at the time of the request.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a savings and money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month.

## DEBIT CARD AGREEMENT

**Introduction.** This Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

**Applicable Law.** This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

**Definitions.** Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

**Card Purpose.** This Card is for use by the Cardholder. The Card can be used for point-of-sale and Automated Teller Machine (ATM) transactions only.

**Account Requirement, Payment Responsibility, Transferability, Enforceability.** The services described in this Agreement will be available to you only as long as you maintain a checking or savings account with us. You are liable for the payment of Card transactions authorized by you or any Cardholder. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

**How to Use the Card, Security Procedures.** The Card allows Cardholders to directly access the checking or savings account attached to the Card. We will issue Cards and codes to you at your request.

You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when a card has been lost or stolen. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

**Termination and Amendments.**

- We may terminate this Agreement and your electronic funds transfer services for you, or any authorized user of your Card, in the event of a breach of this or any other agreement with us; or We have reason to believe that there has been an unauthorized use of your Card or PIN; or We notify you or any other party to your account that we have canceled or will cancel this Agreement.
- You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

**Notices.** Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

**Order of Payment.** Our policy is to post and pay Card transactions in the order they are received. Our policy is to post deposits first, ATM withdrawals, debit card transactions, ACH items and WEB transfers are posted as they are received throughout the day.

**Order of Payment.** Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks, drafts, and other items.

**Stop Payment.** Only stop-payment requests from you or the Cardholder who authorized the transaction will be honored. However, because Card transactions are often processed immediately, stopping or amending payment is difficult and we cannot ensure that any request you make will be effective. In order to be effective, we must receive your request in time to give us a reasonable opportunity to act. Your request must precisely identify the transaction by date, time, location and dollar amount. Only you may release a stop-payment request.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your Visa Debit or ATM Card and personal identification number, to:

- make deposits to checking and savings account(s)
  - unlimited deposits can be made at ATMs located at our branches
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$600.00 per day, per card, from all linked accounts
- transfer funds from your savings account to your checking account(s)
- transfer funds from your checking account to your savings account(s)
- get information about:
  - the account balance of your checking/savings account
  - the last 10 deposits to your checking/savings account
  - the last 10 withdrawals from your checking/savings account

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Consumer Debit Card Point-of-Sale Transactions** - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,500.00 in transactions per day, per card

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion.** When you use your Visa®-branded Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa®-branded Debit Card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**Visa Account Updater Notice of Right to Opt Out.** Your Consumer Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. VAU helps participating merchants who receive recurring payments from your card have access to current card account information on file. For instance, participating merchants will have access to information about card expiration, or if you report that your card has been lost or stolen. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, mail us notice of your intention to opt out at P.O. Box 360, Renton, WA 98057. You must include your name, last four digits of your card number, signature, and a statement that says "I would like to opt out of the Visa Updater Service". If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

## FEES

- We charge to replace a lost or stolen Card. See fee schedule.
- We will charge you for each stop-payment order you give. See fee schedule.
- We charge for each nonsufficient funds item. See fee schedule.
- We charge for each overdraft item paid. See fee schedule.
- Please refer to the separate fee schedule for additional information on fees.
- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 866.372.1200 to find out whether or not the deposit has been made.

- **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

**PREAUTHORIZED PAYMENTS**

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers.** 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. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

**CONFIDENTIALITY**

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document; or
- (5) if you give us written permission.

**UNAUTHORIZED TRANSFERS**

**(a) Consumer liability.**

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for Visa®-branded Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa®-branded Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer 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 of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa®-branded Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

### **CARD AND ATM SAFETY TIPS**

To protect you and your card and avoid unauthorized use, remember these safety tips:

#### **Security of your card and PIN**

- Please sign your card upon receipt.
- Destroy your old card when it expires or when your new cards become effective.
- Memorize your PIN. Do NOT write it on the back of the card, or keep it with you.
- Never disclose your PIN to anyone.
- Keep a written record of your PIN entirely separate from your card.
- Keep your card in a safe place.
- Remember to pick up your ATM receipts before leaving the ATM.
- Safeguard your account number.
- Always obtain merchant receipts and destroy carbons.

#### **Security when approaching an ATM**

- Be alert - look around the area.
- Leave immediately if you see or sense something suspicious.
- Always have your card in hand, ready to use.

#### **Security while at the ATM**

- Allow a comfortable distance between you and the person using the ATM.
- Respect any line barriers that say "Wait here".
- Do not walk up to the ATM before the current user has left.
- Use your body to shield the ATM's keyboard from another person's line of sight.
- Don't stop to count the money or expose it for others to see.
- Place all money in your pocket or purse immediately.

#### **Security when leaving the ATM**

- Remain alert - watch for strangers who may approach or follow you.
- Keep safe distances between you and others.
- If someone follows you, go to the nearest populated place such as a store or restaurant.

---

## **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to all transaction accounts.

Our general policy is to make funds from your deposits available to you immediately after 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. All deposits made through the Automatic Teller Machine (ATM) will be subject to the "ATM Delay" described below.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

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 (cutoff times may be later on some days). 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.

If we cash a check for you that is drawn on another bank, 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 bank, 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 that 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.

### **LONGER DELAYS MAY APPLY**

#### **Case-By-Case Delays.**

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all the funds from your deposit available on the first business day after we receive your deposit, 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 a notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

#### **ATM Delays**

The first \$225 of all checks deposited at ATMs located at First Financial Northwest branches will be available immediately; the remainder will be available on the second business day after the day of your deposit. If the deposit contains a Treasury check, the remainder of the Treasury Check will be available the next business day. We will mail you a notice by the business day after the day we receive your deposit if a longer delay applies. ATM Deposits processed on Business days (Monday through Friday) prior to 2:30PM PT, will be posted same day, deposits after that time are next business day. ATM Deposits processed on Non-business days (Saturday, Sunday and Holiday's) are all posted on the next Business day (Monday, or Tuesday if Monday is a holiday).

#### **Large Excess Delays**

A Large Excess hold may be placed on deposits over \$5,525.00. If a large excess hold is placed the first \$225.00 is available the next business day. The next \$5,300.00 will be available on the second business day after the day of your deposit. The amount in excess of \$5,525.00, will be available on the seventh business day after the day of your deposit. (For official type check only, the first \$5,525.00 will be available the next day.)

### **Safeguard Exceptions.**

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- We have reasonable cause to doubt the collectibility of the item for one of the following reasons:
  - o We received notice that the check is being returned unpaid.
  - o We have confidential information that indicated the check may not be paid.
  - o The check is drawn on an account with repeated overdrafts.
  - o We are unable to verify the endorsement of a joint payee
  - o Some information is not consistent with other information on the check.
  - o The routing number of the paying bank is not a current routing number.
  - o The check is post dated or has a stale date.
  - o Information from the paying bank indicates that the check may not be paid.
  - o We have been notified that the check has been lost or damaged in collection.

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 to you no later than the seventh business day after the day of your deposit.

### **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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. The excess over \$5,525 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 \$5,525 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.

---

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### **How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

First Financial Northwest  
P.O. Box 360  
Renton, WA 98057  
866.372.1200

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.



Periodically, FFNW updates our Terms and Conditions Agreement due to regulatory and business changes. We have updated the Agreement effective July 1, 2025, and have included a summary of the important change below:

**Funds Availability** – The amount available for withdrawal for deposited checks has increased for inflation. \$275 will be available for checks not subject to next day availability. In addition, the amount available for withdrawal after the initial hold period on exception holds for large deposits and new account holds is increasing to \$6,725.

Further clarification has been provided in various sections of the Consumer and Business Account disclosures. Consumers can reference the Funds Availability Disclosure section of the Consumer Account Disclosure on pages 14 & 15 and the FFNW Mobile Banking section on page 20. Business Customers can reference the Funds Availability Disclosure section of the Business Account Disclosure on page 14 and the FFNW Mobile Banking section on page 20. The complete Terms and Conditions Agreement is located on our website ([ffnwb.com](http://ffnwb.com)). If you have questions concerning the updated Terms and Conditions Agreement, please feel free to contact our customer service line at (866) 372-1200.



**FIRST FINANCIAL NORTHWEST OPERATED BY GLOBAL FEDERAL CREDIT UNION**  
**TERMS OF USE AND ONLINE ACCESS AGREEMENT**

Last Updated May 2020

**Table of Contents**

|                                                                                    |    |
|------------------------------------------------------------------------------------|----|
| Your Consent .....                                                                 | 17 |
| Eligibility to Use this Site .....                                                 | 17 |
| Contact.....                                                                       | 17 |
| Registration.....                                                                  | 17 |
| Privacy Notice .....                                                               | 17 |
| Electronic Communications Agreement .....                                          | 17 |
| Online Banking Services .....                                                      | 18 |
| Additional Online Banking Services .....                                           | 18 |
| CardAccess .....                                                                   | 18 |
| Mobile Text Banking .....                                                          | 19 |
| Zelle Network Bill Pay and Money Transfer.....                                     | 19 |
| Credit Sense .....                                                                 | 19 |
| Limitations on Preauthorized Transactions .....                                    | 19 |
| Liability For Unauthorized Transfers .....                                         | 19 |
| Mobile Application .....                                                           | 19 |
| FFNW Mobile Banking .....                                                          | 19 |
| User Information .....                                                             | 19 |
| FFNW Mobile Deposit Capture.....                                                   | 19 |
| Deposit Limits .....                                                               | 20 |
| Rejection of Deposit .....                                                         | 20 |
| Fees.....                                                                          | 20 |
| Deposit Processing.....                                                            | 20 |
| Mobile Deposit Security.....                                                       | 20 |
| Funds Availability .....                                                           | 20 |
| Checks Returned Unpaid .....                                                       | 20 |
| Conditions of Use .....                                                            | 20 |
| In Case of Errors .....                                                            | 21 |
| Unacceptable Deposits.....                                                         | 21 |
| Unavailability of Services.....                                                    | 21 |
| Periodic Statement .....                                                           | 21 |
| External Account Transfers .....                                                   | 21 |
| Joint Accounts .....                                                               | 21 |
| Transfers.....                                                                     | 21 |
| Transfer Limits .....                                                              | 22 |
| Transfer Cancellation Requests and Refused Transfers .....                         | 22 |
| Stop Payment Requests .....                                                        | 22 |
| Service Fees and Additional Charges .....                                          | 22 |
| Payment Methods.....                                                               | 22 |
| Failed or Returned Transfer Instructions .....                                     | 22 |
| Returned Transfers .....                                                           | 22 |
| Access to Services.....                                                            | 22 |
| Changes in Financial Circumstances.....                                            | 22 |
| Site Information .....                                                             | 22 |
| Site Content and Ownership .....                                                   | 22 |
| License Grant.....                                                                 | 23 |
| Restrictions on Use .....                                                          | 23 |
| Third-Party Websites and Tools .....                                               | 23 |
| Availability of Services; Business Days .....                                      | 23 |
| No Warranties .....                                                                | 23 |
| Delays in Performance.....                                                         | 23 |
| Viruses .....                                                                      | 23 |
| Limitation of Liability.....                                                       | 24 |
| Indemnity .....                                                                    | 24 |
| Dispute Resolution: Waiver of Class Action Rights and Arbitration Provisions ..... | 24 |
| Conflicts Between Agreements .....                                                 | 25 |
| Waiver.....                                                                        | 25 |
| Severability .....                                                                 | 25 |
| Jurisdiction and Venue .....                                                       | 25 |
| Change in Terms.....                                                               | 25 |
| Termination .....                                                                  | 25 |
| Miscellaneous .....                                                                | 25 |
| Acceptance .....                                                                   | 25 |

The below Terms of Use and Online Banking Agreement (the “**Terms**”) are a binding contract between you and First Financial Northwest Operated by Global Federal Credit Union and its affiliates, corporate parent(s), and subsidiaries (collectively, “**First Financial Northwest**,” “**FFNW**,” “**Global**,” “**us**,” “**our**,” or “**we**”). We want you to understand the terms to which you agree when you visit or use our websites, linked pages, features, content, mobile applications (collectively, the “**Site**”) and our online and mobile services (collectively, the “**Services**,” further described below). Please review these Terms, which, together with the FFNW Privacy Notice and Cookie Notice, and the terms and conditions of your FFNW checking, money market and loan accounts or any other FFNW product you have opened that are accessible through the Service (collectively, “**Accounts**”) governs your use of the Site and Services.

Except as otherwise provided in these Terms, we reserve the right to amend these Terms from time to time. A revision date will appear on the Terms of Use page and may appear on the main navigation frame to indicate the most recent date of change. You agree to check for changes when you visit the Site. If you do not wish to be bound by any of the amendments, you must not use the Site. Unless prohibited by a separate agreement with you, we reserve the right to cancel all or part of the Site or Services and your license, make access unavailable, and alter all information and the types of services with or without reason or notice.

## **YOUR CONSENT**

By accessing, browsing or using the Site or Services, you agree to be unconditionally bound by these Terms. If you do not agree with our Terms, do not use our Site or Services or any of their features. Please note that additional, separate terms of use apply to our Services and programs, including as detailed below.

When you register to use our Services, we will ask for your consent to collect and process your Personal Information as described in our Privacy Notice and as set forth for each Service below. Please read these Terms carefully and retain it for your records.

**BY CLICKING “I AGREE” AT THE END OF THESE TERMS OR BY USING THE SITE OR SERVICE, YOU ARE AGREEING TO THESE TERMS AND ALL NOTICES, AGREEMENTS AND TERMS AND CONDITIONS REFERENCED HEREIN. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE OR ANY OF THE SERVICES.**

### **Eligibility to Use this Site**

You must be at least 16 years of age to use the Site and our Services. If you are under the age of majority in your state of residence (a minor), your parent or legal guardian must agree to these Terms of Use on your behalf, and you may only access and use the Site or our Services with permission from your parent or legal guardian. If you are under the age of 16 and your parent or guardian has not consented to your use of the Site or Services, please do not use or provide any information to FFNW on the Site or on or through our Services, register on the Site, use any of the interactive or public comment features of this Site, or provide any information about yourself to us, including your name, address, telephone number, e-mail address, or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under the age of 16 without verification of parental consent, we will delete that information.

### **Contact**

If you have questions or problems with the Site or Services, please contact FFNW by phone at 1-866-372-1200 (toll free) or 425-255-4400 or by e-mail at [Online@ffnw.com](mailto:Online@ffnw.com). Remember, Internet e-mail is not secure. Please do not send us your sensitive information (i.e. social security number, account numbers, or other account information) via e-mail, but rather share that information with us via phone or in person at a branch location.

### **Registration**

The Site offers features that allow you to register for FFNW's programs and Services. For example, you may use our Site to register for Online Banking Services, download the app and set up a user account to use Services through our mobile application. If you register with us online, you will receive an e-mail from FFNW confirming that you have completed the registration process. If you do not receive an e-mail from us within a reasonable time after you register, please contact us at 866-372-1200 (toll free) or 425-255-4400. You are responsible for maintaining the confidentiality of your account and password, and you are responsible for all matters relating to your account and password.

### **Your Password**

Your Online Banking Services are password protected. You are responsible for safeguarding your password. We recommend that you select a password that (a) utilizes upper and lower case letters, numbers and special characters for purposes of security; (b) is not associated with any commonly known personal identification, such as a social security number, ATM personal identification number (PIN), address, date of birth or names of children; and (c) is memorized rather than written down. Your password should not be stored on your computer. We recommend that you change your password frequently and do not use the same password on any other website. **FFNW will never ask you for your password and you should never give it to anyone else.**

It is extremely important that you take an active role in the prevention of any wrongful use of your password. Notify us immediately if you believe anyone has improperly obtained your password or if someone has, or may, transfer money from your account without authority, order any unauthorized transaction, or if you suspect any fraudulent activity.

You agree that FFNW and our agents may act on any and all instructions received through the use of your password. Additionally, you agree that the use of passwords constitute a reasonable security procedure for the verification of authenticity and accuracy of transactions initiated through online banking. **You agree to assume all liability for all transactions using your password**, subject to any limits imposed by applicable law, particularly the Electronic Fund Transfer Act for consumer transactions.

### **Privacy Notice**

FFNW collects personal information including your name, e-mail address, mailing address, phone number, login information, password, date of birth, social security number and account information (collectively, “**Personal Information**”), and other Personal Information reasonably necessary to provide you with the Site and our Services. We collect and use the Personal Information about customers and consumers in accordance with the Graham-Leach Bliley Act and as described in our Privacy Notice and as detailed for each Service covered by these Terms. You acknowledge that you have read and understand our Privacy Notice. If our Privacy Notice changes, we will take reasonable steps to notify you by e-mailing you or posting a notice on the Site.

FFNW may share certain Personal Information and device-identifying technical data about you and your devices with third-party service providers who will compare and add device data and fraud data from and about you and your devices to a database of similar device and fraud information in order to provide fraud management and prevention services and identify and block access to the applicable service or website(s) by devices associated with fraudulent or abusive activity. Such information may be used by FFNW and its third-party service providers to provide similar fraud management and prevention services for services or websites not provided by FFNW.

You authorize your wireless carrier to disclose information about your account, such as name, billing address, e-mail, phone number, location information, subscriber status, payment method and device details, if available, to FFNW and our third-party providers to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with FFNW and for identity verification and fraud avoidance purposes.

### **Electronic Communications Agreement**

The federal Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act, as adopted by the various States, including without limitation, the Washington Electronic Authentication Act, requires us to obtain your consent before delivering legal disclosures to you

in an electronic format. By accepting these Terms, submitting information to us, or clicking the "I accept" box and or typing your name into any of our electronic forms, you consent to FFWN providing account disclosures and notices to you electronically ("**e-communications**") that relate to our Services, and you agree to sign those documents electronically. Your consent to receive e-communications includes, but is not limited to, all legal and regulatory disclosures associated with the Services, notices and disclosures about a change in terms or features, and monthly (or other periodic) billing or account statements for your Account. If we offer the service or product in another medium such as by telephone, mail (paper notices), or in person at one of our branches, you may utilize one of those alternatives. You also understand that FFWN will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide you with the Services. Any document sent electronically has the same force and effect as a document sent in paper format.

In order to access, view, and retain electronic communications (including e-Statements) that we make available to you, you must have a computer or device capable of accessing the Internet and reading and displaying PDF files (such as Adobe® Acrobat® Reader), an Internet web browser that is currently supported by its publisher and is capable of supporting 128-bit SSL encrypted communications (e.g. Internet Explorer, Chrome, Firefox or Safari), a valid e-mail address, and sufficient hard drive space to store electronic records or you will need a printer if you wish to print copies of electronic records. We will notify you and request your consent to continue receiving the electronic disclosures if our system requirements change in a manner that poses a material risk that you will not be able to access information electronically.

You agree to print or make an electronic copy of any e-communication to which you are entitled by law or regulation, that you desire to keep for your records, or that we ask you to keep.

You agree that we may communicate with you in the following ways:

- **E-mail.** We will send e-communications to the e-mail address you provide. You agree to receive e-communications in the form we make them available and that e-communications are deemed received by you three (3) days after the date sent, regardless of whether you check your e-mail account during that time. An e-mail sent to you or another person involved in the same transaction (e.g. a co-applicant) will serve as notice to all. If your e-mail address changes, it is your responsibility to notify us via the Online Banking Secure Messaging Service or contact the Communications Center at 866-372-1200 (toll free) or 425-255-4400, by mail at: PO Box 360, Renton, WA 98057.
- **E-Notices.** We may provide you with certain information by posting electronic notices on the Site or elsewhere. If required by law, we will also send you an e-mail alerting you to when the information has been posted.
- **Text Messaging.** When you register or create a user profile for Online Banking Services, we will ask for your wireless number to allow FFWN to send you informational text messages related to your Account. We may also use your wireless number to send you information about other products and services that may be of interest to you. By providing us with your cellular phone number, you give us prior express written consent to send you text (SMS) messages about our Services. You can reply STOP to any of these text messages to stop receiving text messages from us at any time. Additionally, some of our Services provide the option to initiate text alerts concerning your accounts, payments and other products and Services you have with FFWN. You can sign up for these alerts and control which alerts you want to receive. Messaging and data charges may apply to any text message you receive or send. Please contact your wireless carrier if you have questions about messaging or data charges.
- **Non-Electronic Communications.** We reserve the right to communicate with you other than by electronic communications and, in those cases, you agree to communicate with us using the same non-electronic means. When applicable law requires us to accept notice electronically from you, you agree to send your e-mail notice only to the following address: [Online@ffwnb.com](mailto:Online@ffwnb.com).

You may withdraw your consent to conduct business electronically or request a paper copy of any legal document at any time by calling us at 866-372-1200 (toll free) or 425-255-4400; by sending an e-mail using the FFWN Online Banking platform ("**Online Banking Secure Messaging Service**") or by mailing a notice to PO Box 360, Renton, WA 98057. Note that we may treat an invalid e-mail address or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications. If you withdraw your consent, we may remove you from a Service if there are no alternatives available for electronic communications.

#### Online Banking Services

These Terms apply to your use of our Online Banking Services, as well as our Additional Online Banking Services, Mobile Banking, Mobile Deposit Capture and External Account Transfers. Our Online Banking Services are powered by Fiserv, Inc., its affiliates and licensors (collectively, "Fiserv") and are governed by these Terms and Fiserv's Privacy Policy and Terms of Use. You may use the Services to access any of the following online features through your FFWN Account(s):

- Open deposit accounts
- Make loan payments
- Check your account balances
- Get information about deposits and withdrawals to your account
- Transfer funds between your FFWN accounts
- Send money to friends and family instantly (using a third-party processor)
- Transfer funds between your FFWN account and an account held at another financial institution
- Make payments to third parties
- Access your accounts through your mobile device
- Deposit funds to your account using your mobile device
- Manage your debit card via your mobile device
- Access your credit score
- Set up real time account alerts
- Manage and budget your finances with multiple financial institutions in one place
- Download current transaction history into a database for accounting and bookkeeping tasks

#### Additional Online Banking Services

FFWN offers a slate of additional online banking services provided via our service providers ("**Additional Services**"). Please note that these Additional Services are not owned or operated by FFWN and, as such, are each governed by their respective privacy policy and applicable terms and conditions, as detailed below. If you choose to use any of these Additional Services, you will be asked to separately consent to the applicable terms and conditions prior to being allowed to use the Additional Service.

**CardAccess.** FFWN offers its customers Card Valet from Fiserv to provide the CardAccess mobile application and associated CardAccess services (collectively, "**CardAccess**"). Your use of CardAccess is governed by these Terms, the FFWN CardAccess Terms of Use, and Fiserv's Privacy Policy and Terms of Use.

**Mobile Text Banking.** Mobile Text Banking is an Additional Service provided by Fiserv that allows you to access and use your Accounts on the go via your mobile phone. Your use of this Additional Service is governed by these Terms, the Mobile Text Banking Terms and Conditions, and the Text Banking Disclosure statement.

**Zelle Network Bill Pay and Money Transfer.** We have partnered with the Zelle Network to enable a convenient way to transfer money between you and other users using aliases, such as e-mail addresses or mobile phone numbers. Your use of this Additional Service is governed by these Terms and Zelle Network's Legal Statements.

**Credit Sense.** Credit Sense is an Additional Service powered by SavvyMoney, Inc. FFNW does not own or operate Credit Sense and, as such, has no control over how Credit Sense collects or uses your Personal Information. Your use of Credit Sense is your choice and is governed by these Terms and the Savvy Money, Inc. Privacy Policy and Terms of Service. By agreeing to these Terms below or providing an affirmative response when prompted by SavvyMoney, you understand that you are providing "written instructions" to SavvyMoney, and to FFNW as applicable, under federal and any state Fair Credit Reporting Acts, authorizing SavvyMoney to obtain information from your personal credit profile or other information from consumer credit reporting companies.

#### **Limitations on Preauthorized Transactions**

Regulation D and FFNW limit certain types of withdrawals and transfers from a savings account or money market account to a combined total of six (6) per monthly fee period. More specifically, transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfers are limited to six (6) transactions per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Additionally, transfers from a money market account to another account or to third parties by check, preauthorized, automatic, telephone or computer transfer are limited to six (6) per statement cycle. If you exceed this limit, we may charge you an excess activity fee for each withdrawal or transfer over the limit or, if you exceed this limit more than occasionally, we may convert your savings or money market account to a checking account or close it altogether.

#### **Liability For Unauthorized Transfers**

If you discover an unauthorized transfer or payment from your account ("**Unauthorized Transfer**"), it is your responsibility to contact FFNW immediately at 866-372-1200 (toll free) or 425-255-4400. You acknowledge and agree that time is of the essence in these situations. You may be able to limit your financial exposure for Unauthorized Transfers if you notify us of an Unauthorized Transfer:

- Within two (2) Business Days (herein defined as Monday-Friday, excluding Federal Holidays or other days that banks are legally closed) after discovering your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00.
- More than two (2) Business Days after you learn of such loss or theft, and we could have prevented the Unauthorized Transfer with more prompt notice, you may be liable for up to \$500.00.
- Within sixty (60) days after your monthly statement was sent to you containing transfers or payments that you did not authorize. If you do not notify FFNW within this sixty (60) day period, and we could have prevented the transfer or payment had you notified us in time, you may lose the entire amount transferred or paid.

If extenuating circumstances prevent you from notifying us within the above time limits, we may extend these notification periods in our sole discretion.

#### **Mobile Application**

FFNW offers account holders access to certain Online Banking Services via the First Mobile App, a mobile application provided by Fiserv. By participating in FFNW's Online Banking Services described below, you agree to these Terms and the First Mobile App Privacy Notice and Terms of Use.

You will need to sign up for FFNW Online Banking and download the First Mobile App to use these Services. Please note that the mobile application is not owned by FFNW and, as such, is governed by Fiserv's Privacy Policy and Terms of Use, and any privacy notices and terms of use governing additional online banking services that may be available through the mobile application.

The First Mobile App is currently made available to you free of charge for your personal (noncommercial) use. FFNW and Fiserv each reserve the right to amend or withdraw the First Mobile App, or charge for the First Mobile App or Services provided to you, at any time and for any reason. Mobile Banking and any software you may obtain from Mobile Banking ("**Software**") may be unavailable from time to time for reasons outside of FFNW's reasonable control, and FFNW will have no liability for such unavailability.

The First Mobile App collects certain Personal Information to provide you with the Services, as described in the Privacy Policy and these Terms. Like many commercial apps, the First Mobile App may use third-party analytics services to collect anonymous usage information for the purpose of product improvement. Any information you supply to FFNW when using the First Mobile App will be used by FFNW in accordance with our Privacy Notice and Fiserv's Privacy Policy.

To use the First Mobile App, you must have a compatible mobile telephone or handheld device, Internet access (if required by the app), and the necessary minimum software requirements. Participating carriers for this Service include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless. The software requirements for Apple iOS devices and Android devices can be found on the relevant app store page. The First Mobile App software may be upgraded from time to time to add support for new functions and services. The First Mobile App may request certain privacy permissions from time to time including, but not limited to, access to your device camera, media library, microphone or other associated features.

You acknowledge that the terms of agreement with your respective mobile network provider will continue to apply when using the First Mobile App. Data and messaging charges may apply to your use of the First Mobile App or any text messaging or photo sharing features you use via the First Mobile App. You may also incur third-party charges. You accept responsibility for any such charges that arise. If you are not the bill payer for the mobile telephone or handheld device being used to access the First Mobile App, you will be assumed to have received permission from the bill payer for using the First Mobile App.

#### **FFNW Mobile Banking**

FFNW's Mobile Banking Service allows you to use your mobile device to transact on your account and use other related Services. By participating in Mobile Banking, you agree to these Terms and the First Mobile App Privacy Notice and Terms of Use.

**User Information.** In connection with your use of Mobile Banking and its features, FFNW and Fiserv, may receive and may share with one another your Personal Information, contents of your messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the software (collectively "**User Information**"). FFNW may use or disclose User Information as reasonably necessary to provide you with the Mobile Banking Service, as described in our Privacy Notice, as permitted or required by law, and as otherwise authorized by you. FFNW and its service providers reserve the right to monitor your use of Mobile Banking and the Software for purposes of verifying compliance with the law, these Terms, and any applicable license. FFNW disclaims any obligation to monitor, filter, or edit any content.

As part of the Mobile Banking Services, FFNW uses Google Maps GPS services to direct customers to the FFNW branch closest to their current location. If you use this Service, you agree to Google's Terms and Conditions and Legal Notices governing your use of Google Maps within the First Mobile App.

**FFNW Mobile Deposit Capture.** The Mobile Deposit Capture feature allows you to deposit checks using your mobile device. Mobile Deposit Capture is available for checks you receive for personal, family or household purposes that are being deposited into your Account. To use this service, endorse your check, take a photo of the front and back of the check, and transmit the image to FFNW via the First Mobile App.

When FFNW receives the photos of the check, we will review the images for conformity with our Check Requirements, as follows:

- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Your endorsement on the back of the original check reads "Mobile Deposit - FFNW", the date of deposit (mm/dd/yyyy) and your endorsement.
- Photos transmitted via the Service are true and accurate renditions of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The check photo image quality meets the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Following receipt of the check photos, we may process the photos by preparing a "substitute check" or clearing the check as an image. Note that receipt of a check does not occur until we post the deposit funds to your Account. A notification from FFNW confirming receipt of a check photo does not mean that the image is free from errors or that we are responsible for any information you transmit to us. We are not responsible for any photos that we do not receive. It is your sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by us.

You may only submit one check for deposit at a time. You may submit additional checks for deposit consecutively in the same day until you reach the daily Deposit Limit detailed below. You will receive provisional credit for any amount credited to your Account for items deposited using the Services until such funds are made available in accordance with the terms of these Terms. You should monitor your Account to confirm when a deposit has been made available for withdrawal.

**FFNW RESERVES THE RIGHT, WITHIN OUR SOLE AND ABSOLUTE DISCRETION, TO ACCEPT OR REJECT ANY CHECK SUBMITTED VIA MOBILE DEPOSIT CAPTURE.**

**Deposit Limits.** The maximum amount of any single check deposited via Mobile Deposit Capture, and all checks deposited using the Services, in any single Business Day may not exceed:

|                                 |               |
|---------------------------------|---------------|
| Maximum Dollar Amount per Item: | \$ 100,000.00 |
| Maximum Dollar Amount per Day:  | \$ 100,000.00 |

You acknowledge and agree that the foregoing limitations are in place to protect FFNW. We may, in our sole and absolute discretion and without prior notice to you, but are in no way obligated to, waive the foregoing limitations at any time and from time to time. FFNW shall not be liable to you for any loss resulting from FFNW waiving such limitations.

**Rejection of Deposit.** We will notify you of any rejected checks no later than the next Business Day following the rejection. We shall not be liable for any service fees, late charges or other charges levied against you due to our rejection of any check. In all cases, you shall be responsible for any loss resulting from, or overdraft fees charged to your Account resulting from a check being rejected for deposit.

**Fees.** Your use of Mobile Deposit Capture authorizes FFNW to deduct fees for this Service according to our Fee Schedule from any Account in your name. Your mobile carrier may charge access fees depending upon your plan.

**Deposit Processing.** Checks deposited via this Service are processed between 6:00 a.m. to 6:00 p.m., Pacific Time, each Business Day (Monday through Friday, except federal banking holidays). Checks received by 6:00 p.m. will be provisionally credited to your Account on the same Business Day. Checks received after 6:00 p.m. or received on any other non-Business Day will be provisionally credited to your Account on the next Business Day.

**Mobile Deposit Security.** You are required to complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit is complete. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify FFNW immediately by telephone at 1-866-372-1200 if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until time of destruction.

**Funds Availability.** The first \$225.00 of checks deposited via this Service will be available immediately after the deposit has been accepted; the remainder will be available on the second Business Day after the deposit is accepted. If you are a new customer, special rules may apply during the first thirty (30) days your account is open as disclosed in the Funds Availability Disclosure provided at account opening. At our sole discretion, we may apply a longer delay if we have any concern regarding our ability to collect the funds based upon any check image that you present. If a longer delay applies, we will mail (or e-mail) you a notice on the next Business Day after the Business Day we accept your deposit, outlining the funds availability terms. Even after funds are available to you and have been withdrawn, such funds are subject to final payment of the items and subject to the terms of the Account Terms and Conditions, whereby you will still be responsible for any and all returned items. You agree to indemnify and hold harmless FFNW from any loss FFNW may incur as a result of FFNW lawfully reversing funds made available to your account due to any and all returned items.

**Checks Returned Unpaid.** If you transmit a check for deposit and the check is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the item was originally deposited to and you will be assessed the corresponding fee as shown on the Fee Schedule. You agree that we may debit any account maintained by you at FFNW in order to obtain payment of your obligations under these Terms. **If there are not sufficient funds in the subject Account to cover the amount of the dishonored, rejected or otherwise returned item, the Account will be overdrawn and you will be responsible for any overdraft charges.**

**Conditions of Use.** As a condition to use Mobile Deposit Capture, you represent, warrant and agree that:

- Each original check you deposit remotely through the Service is authorized by the drawer in the amount and to the payee stated on the original check.
- The original check is made payable to you and you are authorized to endorse the check and deposit it into your Account.
- You will not deposit or otherwise endorse to a third party the original check, and no person will receive a transfer, presentment, or return of, or otherwise be charged for the check in any form after it is deposited into your Account, such that the person will be asked to make payment based on a check it has already paid. You are responsible for securely storing original checks to avoid duplicate presentment.
- You have not created any duplicate images of the original check, other than the digital image of an original check that you remotely deposit through the Service.
- You have possession of each original check deposited using the Service, you will destroy the original check within forty-five (45) days of deposit, and no party will submit the original check for payment.
- You are responsible for any loss incurred by you or FFNW resulting from your failure to securely store and/or destroy the original checks.
- The information you provided when you opened your account and enrolled in Online Banking is true and correct and, in the event any such information changes, you will immediately notify us of the change.
- Files and images transmitted to us will be free from viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- You will immediately notify us should any representation, warranty or agreement made by you to us in these Terms becomes untrue or incorrect.
- You are in compliance with all of your obligations under these Terms.

**In Case of Errors.** If you believe that an error has occurred with respect to a check transmitted to us for deposit, you must immediately contact us calling 866-372-1200 (toll free) or 425-255-4400.

**Unacceptable Deposits.** You are not permitted to deposit checks or items utilizing the Service as follows:

- Checks drawn on your Accounts at FFWN;
- Checks payable to any person other than yourself;
- Checks payable to two (2) or more persons not alternatively, unless deposited into an account owned by all payees;
- Checks payable to a business, organization, trust accounts, representative payee accounts, estate accounts or other accounts with similar custodial arrangements;
- Checks payable to "Cash" or "First Financial Northwest/FFWN";
- Checks that are incomplete;
- Checks that are remotely created checks as defined by Regulation CC checks previously converted to a substitute check, as defined in Regulation CC;
- Photocopies of checks;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are post and stale-dated (more than six months old);
- Checks containing an alteration on the front of the check or item or which you know or suspect or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks previously been returned unpaid for any reason;
- Checks stamped "non-negotiable" (whether stamped in print or as a watermark);
- Foreign checks, checks not payable in United States currency or checks issued by a financial institution located outside the United States;
- Consumer loan advances, or credit card cash advance checks;
- Money orders, travelers checks, Amex Gift Cheques or savings bonds;
- Starter or counter checks;
- Registered government warrants;
- Insurance drafts; or
- Rebate checks.

**Unavailability of Services.** The Services may at times be temporarily unavailable due to system maintenance or technical difficulties, including those of our third-party service providers, an Internet service provider or software. In these cases, you can deposit an original check at one of our branches, through one of our automated teller machines (ATMs), or by mailing the original check to us at First Financial Northwest, 201 Wells Ave S, P.O. Box 360, Renton, WA 98057.

**Periodic Statement.** Any deposit made through this Service will be reflected on your monthly Account statement. You understand and agree that you are required to notify us of any error relating to items processed by us utilizing the Services no later than sixty (60) calendar days from when we first send the monthly periodic statement or make the statement available that includes any transaction you allege is erroneous. You shall be solely responsible for any errors that you fail to bring to our attention within such time period.

#### **External Account Transfers**

The External Account Transfers feature enables you to transfer funds between checking, money market or savings accounts that you maintain with FFWN (each an **"Eligible Transaction Account"**) and checking, money market or savings accounts that you maintain with other financial institutions (each an **"External Account"**). To use this Service, you must be either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account.

**Joint Accounts.** If you are a joint owner of the Eligible Transaction Account or the External Account, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

**Transfers.** When we receive a specific instruction that you provide to the Service for a transfer of funds (a **"Transfer Instruction"**), you authorize us to, as applicable:

- Debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your Eligible Transaction Account for any applicable Service Fees or Additional Charges; or
- Credit your Eligible Transaction Account and remit funds on your behalf from the External Account as instructed by you, and to debit your Eligible Transaction Account for any applicable Service Fees or Additional Charges; and
- Reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

We will use reasonable efforts to make all your transfers properly. However, FFWN is not liable if we are unable to complete a transfer initiated by you due to one or more of the following:

- If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in the Refused Transfers Section below;
- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; or
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and to inform us as soon as possible if you become aware that any information you provided to FFNW is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**Transfer Limits.** We set limits on the amount of money you can send or receive through this Service. Your limits may be adjusted from time-to-time at our sole discretion. You can view your individual transaction limits by logging into the Site.

**Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time before it begins processing (as shown in the Service). We will take reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**Stop Payment Requests.** If you wish to stop any transfer that has already been processed, you must contact us at 866-372-1200 (toll free) or 425-255-4400. Although we will make a reasonable effort to accommodate your request, we will have no liability for not doing so. We may also require you to present your request in writing within fourteen (14) days of first notifying us of your desire to place a stop payment. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service, as disclosed on the Site or the First Mobile App. Any applicable service fees will be charged regardless of whether the Service is used. Use-based fees are charged against the Account that is debited for the funds transfer. We may also impose charges for additional transactions and other optional services. You agree to pay such charges, and you authorize us to deduct the calculated amount from the Eligible Transaction Account debited for the funds transfer. Fees for use of this Service are in addition to any and all applicable fees associated with your standard deposit accounts, any fees associated with a Failed or Returned Transfer (described below), telephone access fees, and internet service fees that may be imposed by your telephone or internet service provider.

**Payment Methods.** We reserve the right to select the method in which to remit funds on your behalf through the Service. In the event that your Eligible Transaction Account is closed or otherwise unavailable to us, we may select the payment method to return funds to you, which may include, but is not limited to, an electronic or paper check or draft payment.

**Failed or Returned Transfer Instructions.** If we are unable to complete a Transfer Instruction to transfer funds from your Eligible Transaction Account due to insufficient funds, exceeding your credit or overdraft protection limit, or for any other reason, we may make a second attempt to debit the Eligible Transaction Account to complete the transfer Instruction. In some instances, you may receive a return notice from us. In each such case, you agree that:

- If we have delivered the payment but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow us to complete the debit processing, you will reimburse us immediately upon demand the amount of the Transfer Instruction;
- If the Transfer Instruction cannot be debited from the Eligible Transaction Account due to insufficient funds, because the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, or if we cannot otherwise collect the funds from you, we may charge you a fee according to the Fee Schedule to cover the payment;
- You will reimburse us for any fees or costs we incur in attempting to collect any amounts from you;
- We are authorized to report the facts concerning the return to any credit reporting agency; and
- You hereby authorize us to deduct these amounts from your Eligible Transaction Account or External Account, as applicable.

**WE RESERVE THE RIGHT TO REFUSE ANY TRANSFER. AS REQUIRED BY APPLICABLE LAW, WE WILL NOTIFY YOU PROMPTLY IF WE DECIDE TO REFUSE TO TRANSFER FUNDS.**

**Returned Transfers.** You understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

#### **Access to Services**

To access the Online Banking Services, you must have a device that supports the Services, including all hardware, software and other technology necessary to access the Services, including a mobile device for FFNW Mobile Banking Services (collectively, the “**Access Systems**”). You are solely responsible for installing, maintaining, securing and supporting all such Access Systems. You must provide us with a valid Internet e-mail address at the time of enrollment in Online Banking. You are responsible to provide FFNW with a current e-mail address on an ongoing basis. We are not responsible for any error or failures from any malfunction of any Access Systems, and we are not responsible for any computer virus or related problems that may be associated with the access to or use of the Services. We do not guarantee that the Services will be compatible with all computer/operating systems and Internet browsers, routers or firewalls. Further, we do not and cannot control the flow of data to or from our network, our service provider's networks or other portions of the Internet. Accordingly, we cannot guarantee that your connection to the Internet or access to the Services will not be impaired or disrupted, and we hereby disclaim any and all liability resulting from or related to such events.

#### **Changes in Financial Circumstances**

You understand and agree that you must notify us immediately in the event of a material change in your financial circumstances or in any of the information provided when you opened your Account and enrolled in Online Banking, including any supporting financial information. You agree to provide us any financial records we request to determine your financial status during the term of these Terms.

#### **Site Information**

We endeavor to provide accurate and timely information on our Site. However, we cannot guarantee the accuracy of the information presented on the Site. Delays, errors and omissions may exist, and any reliance upon the information provided on the Site is at your own risk. Information on the Site is not an offer, and we reserve the right to change, correct or alter it at any time and without notice.

#### **Site Content and Ownership**

Unless otherwise indicated, the information contained in this Site and our Services, including, but not limited to, all images, illustrations, designs, photographs, video clips, text, icons, designs, written information and other materials that appear on the Site are copyrights, trademarks, trade dress or other intellectual property owned, controlled, or licensed (collectively, the “**Content**”) are the property of First Financial Northwest and/or its suppliers or affiliates, or are the property of their respective owners and are protected by the United States and international copyright laws and conventions. The collection and compilation of the Content are separately protected and copyrighted works that are exclusively owned by FFNW. No trademark or service mark license is granted in connection with any of the Content on the Site or Services. FFNW and its affiliates and licensors expressly reserve all intellectual property rights that are not expressly granted in these Terms. Various other trademarks and service marks used on our Site are the property of their respective owners, and we use them with their consent. FFNW and the other licensors of the marks on our Site and the Services reserve all rights with respect to all Content. The absence of a name or logo on the Site does not constitute a waiver of any intellectual property rights established in any of our Content.

## License Grant

Our Site is intended to provide visitors and customers of FFW easy access to information about FFW and financial products we offer. As a regulated institution, we do not provide products or services except as allowed by law. Accordingly, you may be ineligible for some products or services, and we reserve the right to refrain from providing them. Subject to all provisions in these Terms, we grant you a nonexclusive, revocable license to copy or print an unaltered copy of information on the Site to document your contracts and activities with us, but not for any other purpose, including commercial purposes. Information on the site is copyrighted or protected by intellectual property laws, so you may not copy, modify, publicly distribute or display, perform, publish, license, create derivative works from, transfer, or sell any Site information (except to the extent such constitutes fair use under the federal Copyright Act).

## Restrictions on Use

You agree not to use the Site or Services, or any feature or component thereof, in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, spam, and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Site or Services to transmit or disseminate (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by FFW in its sole discretion, that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of FFW or any third-party service provider involved in the provision of the Site or Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose FFW, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision or security of the Site or Services, or other customers' use of the Site or Services; or (d) otherwise abuse the Site or the Services. You further agree not to alter any Site or Services information and not to use (or allow others to use) the Site or Services or any information obtained from it for any wrongful, unauthorized, or unlawful purpose.

## Third-Party Websites and Tools

These Terms apply only to the Site and Services described herein. Our Site may contain links to websites operated by third parties and tools, such as calculators, made by third parties as a service to you. FFW has no ability to control, and we are not responsible for, the privacy and data collection, use, and disclosure practices of third-party websites or tools. FFW assumes no responsibility for the proper functioning or adequacy of the contents of any linked websites or any tools made or maintained by third parties. When you click on links that take you to external websites or use third-party tools on our Site, you will be subject to their privacy notices and terms of use and not ours. We encourage you to review and understand the privacy notices of such websites before providing them with any information.

## Availability of Services; Business Days

You may access our Site or the First Mobile App twenty-four (24) hours a day every day except during Site or First Mobile App maintenance, modification, or account update periods, when unexpected problems arise such as problems with internet connections, capacity, or the like, and when we, in our sole discretion, make all or part of it unavailable. Some services are only available on FFW Business Days. For the purposes of these Terms, Business Days are Monday through Thursday 9 a.m. to 5 p.m., and 9 a.m. to 6 p.m. on Friday Pacific Time, excluding holidays and other days that FFW is closed. Accordingly, even though you can request at any time that we perform a service, we cannot necessarily process it immediately, and sometimes we will wait until the appropriate Business Day to act upon some of your requests. All requests that, for any reason, are not completed on that Business Day will be completed on the next Business Day, unless some other date has been designated by a prior arrangement with you.

## No Warranties

OUR SITE AND ALL OF OUR SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE. FFW MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SITE OR SERVICES, AND WE DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AND DUTIES OF EVERY KIND, INCLUDING WITHOUT LIMITATION WARRANTIES OR DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, COMPLETENESS, SUITABILITY, AVAILABILITY, SECURITY, LACK OF VIRUSES OR NEGLIGENCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFRINGEMENT, OR OF QUIET ENJOYMENT. FFW IS NOT RESPONSIBLE FOR ANY ERROR OR FAILURES FROM ANY MALFUNCTION OF OUR SITE OR SERVICES OR ANY FEATURES THEREOF, AND WE ARE NOT RESPONSIBLE FOR ANY COMPUTER VIRUS OR RELATED PROBLEMS THAT MAY BE ASSOCIATED WITH THE ACCESS TO OR USE OF THE SITE OR SERVICES. WE DO NOT GUARANTEE THAT THE SITE OR SERVICES WILL BE COMPATIBLE WITH ALL COMPUTERS OR OPERATING SYSTEMS, INTERNET BROWSERS, ROUTERS OR FIREWALLS. FURTHER, WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK, OUR SERVICE PROVIDER'S NETWORKS OR OTHER PORTIONS OF THE INTERNET AND, AS SUCH, WE CANNOT GUARANTEE THAT YOUR CONNECTION TO THE INTERNET OR ACCESS TO THE SITE OR SERVICES WILL NOT BE IMPAIRED OR DISRUPTED. FFW HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

## Delays in Performance

FFW shall not be liable for delays in performance, loss, damage, liability or claim arising directly or indirectly from any error or delay, under these Terms or for failure to perform hereunder by reason of any third party's failure to provide Credit Union with the data necessary for complete and proper transmission of the Services. In the event that FFW is delayed, hindered in or prevented from the performance of any work, service of other acts required of Credit Union under these Terms due to earthquakes, fires, natural disasters, riots, acts of terrorism, acts of war, acts of God, civil or foreign disturbances, power outages, acts of government, labor disputes, strikes, walk-outs, failures in either telecommunication or computer networks, equipment failure, legal constraints, or any other event beyond its control, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.

## Viruses

It is possible to contract a computer virus or similar "disease" by using the internet or materials downloaded from it. You should obtain, use, and update computer virus-checking software routinely, even when you are using information that is not obtained from the internet. We cannot guarantee that the Site, the Services or any software or other information downloaded from them will be virus or problem free, and we disclaim any liability (if any exists) for viruses and similar problems.

## Limitation of Liability

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, YOU AGREE THAT NEITHER WE NOR ANY OF OUR AFFILIATES WILL BE LIABLE TO YOU AND/OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST OPPORTUNITY, LOSS OF PRIVACY OR CONFIDENTIAL INFORMATION, INTERRUPTION OF BUSINESS, INVESTMENT OR ANY COVERAGE OR PROTECTION, OR FOR FAILURE TO MEET ANY DUTY INCLUDING BUT NOT LIMITED TO ANY DUTY OF GOOD FAITH, LACK OF NEGLIGENCE OR OF REASONABLE CARE) OR ANY OTHER INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO THE SERVICES OR YOUR USE OF THIS SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY. YOU AGREE THAT YOUR RECOVERY FOR ANY DAMAGES THAT YOU INCUR SHALL BE LIMITED TO THE DIRECT DAMAGES YOU ACTUALLY INCUR IN REASONABLE RELIANCE ON THE SERVICE OR THE SITE UP TO A LIMIT OF THE FOLLOWING, AT OUR ELECTION: (1) A REFUND OF THE AMOUNT YOU PAID FOR THE SERVICE IN THE MONTH IN WHICH THE DAMAGE FROM THAT SERVICE IS FIRST INCURRED, LESS ANY REASONABLE ALLOWANCE FOR COMPLYING SERVICES, OR (2) CORRECTION OR REPLACEMENT OF THE SERVICE. ANY FAILURE OR UNCONSCIONABILITY OF ANY REMEDY DOES NOT AFFECT THE ENFORCEABILITY OF THE LIMITATION ON AND EXCLUSIONS OF CONSEQUENTIAL, INCIDENTAL, AND OTHER DAMAGES, AND YOU EXPRESSLY AGREE THAT THOSE LIMITATIONS AND EXCLUSIONS ARE INDEPENDENT OF THE PERFORMANCE OF ANY OR ALL AGREED REMEDIES. ALL LIMITATIONS WILL APPLY TO ALL LEGAL AND EQUITABLE THEORIES. FFW'S LIABILITY TO YOU UNDER THESE TERMS SHALL IN EVERY CASE BE LIMITED TO CORRECTING, REVERSING OR OTHERWISE MAKING ACCURATE ANY DEBIT OR CREDIT INITIATED BY CREDIT UNION, AND CREDIT UNION SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE SERVICES. CREDIT UNION SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ITS THIRD PARTY SERVICE PROVIDERS.

## Indemnity

You agree to indemnify FFW and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. You further agree to indemnify us against any loss we suffer due to our acceptance of the remotely deposited check. In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service. This indemnity will survive termination of your Account and these Terms and any privacy notices or terms and conditions referenced herein.

## Dispute Resolution: Waiver of Class Action Rights and Arbitration Provisions

### THIS SECTION IS AN ARBITRATION AGREEMENT BETWEEN YOU AND FFW AND INCLUDES A WAIVER OF CLASS ACTION RIGHTS.

Claims relating to the use of the Site, the Services or the materials contained herein or these Terms or any notice, agreement or terms and conditions referenced herein (collectively, "**Covered Disputes**") are governed by the laws of the United States and the State of Washington. If you choose to access the Site or Services from another location, you do so on your own initiative and are responsible for compliance with applicable local laws. Any Covered Disputes between or among you and us, regardless of when it arose, will, upon demand by either you or us, be resolved by binding arbitration in King County, Washington or another location as mutually agreed by the parties. Binding arbitration lets an independent third party resolve a Covered Dispute without using the court system, judges or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we do not submit to binding arbitration following a lawful demand, the one who fails or other proceeding has begun. If either you or we do not submit to binding arbitration following a lawful demand, the one who fails to so submit bears the costs and expenses (including attorney's fees and expenses) incurred by the other in compelling arbitration.

Neither you nor FFW will be entitled to:

- Join, consolidate, or combine Covered Disputes by or against others in any arbitration;
- Include in any arbitration any Covered Dispute as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

**YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST FFW RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FFW OTHERWISE COMMENCED.**

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to here as the "Arbitrator Administrator"), according to the Commercial Arbitration Rules and the Consumer Arbitration Rules ("AAA Rules"). To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute. You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce.
- The Arbitrator will decide any dispute regarding the enforceability of this Arbitration Provision.
- Each arbitration is governed by the provision of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop either of us from exercising any lawful rights to use other remedies available to:

- Preserve, foreclose, or obtain possession of real or personal property.
- Exercise self-help remedies, including setoff and repossession rights.
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

All parties (the AAA, the arbitrators, you, and FFW) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within one hundred eighty (180) days of filing the Covered Dispute with the AAA. The parties must not disclose the existence, content, or results of the arbitration, except for disclosures of information required in the ordinary course of business or permitted by applicable law or regulation. This provision will be liberally construed to ensure the enforcement of this Arbitration Provision.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA Website at [www.adr.org](http://www.adr.org). If any of the provisions of this arbitration agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable. Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

You understand and agree that you and we are each waiving the right to a jury trial or a trial before a judge in a public court. As an exception to this Arbitration Provision, we both retain the right to pursue disputes in small claims court in the state where you reside if the dispute lies within the court's jurisdiction.

Notwithstanding anything in the Agreement to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account relationship, the governing Agreement or any other relationship between you and us.

#### **Conflicts Between Agreements**

In the event of any inconsistency or conflict between these Terms and FFNW's Deposit or Loan Contract to which you agreed when you opened your Account, the Deposit or Loan Contract shall control. If there is an inconsistency between these Terms and the separate terms and conditions of FFNW Mobile Banking, FFNW Mobile Deposit Capture and FFNW External Account Transfers, the more specific terms of these Agreements shall control. If the event of any inconsistency or conflict between these Terms and the Additional Services Addendum Agreements, these Terms shall control.

#### **Waiver**

The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the Terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

#### **Severability**

In the event that any provision of these Terms shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of these Terms shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

#### **Jurisdiction and Venue**

This Agreement is governed by the laws of the State of Washington, USA. You consent to the exclusive jurisdiction and venue of the courts in King County, WA, in all disputes arising out of or relating to the services or your use of the Site or the Services.

#### **Change in Terms**

We are constantly trying to improve our Site and Services, so these Terms may need to change along with the Site or Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Site, by sending you an e-mail, or by some other means. Your use of the Site or Services after receipt of notification of any change by us constitutes your acceptance of the change.

#### **Termination**

You or FFNW may terminate these Terms at any time without notice. FFNW reserves the right to deny, suspend or revoke access to the Site or Services immediately, in whole or in part, in our sole discretion, without notice, if we believe: (i) you are in breach of these Terms; (ii) you are otherwise using or accessing the Site or Services inconsistent with these Terms or any other agreement between you and us; (iii) it is necessary to maintain the security of our systems; or (iv) it is necessary to prevent loss to FFNW. Further, we have the right to suspend the Site or Service immediately in the event of an emergency. In the event of any termination or suspension of the Site or Services, you shall remain liable for all transactions initiated utilizing the Services prior to suspension or termination.

#### **Miscellaneous**

This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever. You may not assign these Terms or any of the rights or duties hereunder to any person without FFNW's prior written consent. The information in these Terms applies only to the Site and Services described herein. Provisions in other disclosure documents and agreements related to the Account, as may be revised or amended from time to time, remain effective for all other aspects of the Account.

#### **ACCEPTANCE**

By clicking "I accept the terms of this agreement" below, I acknowledge that I have read and understand the disclosures provided above and agree to the terms and conditions of this Agreement. I further agree to the following:

- I agree to FFNW's Privacy Notice and these Terms of Use.
- I have read and agree to the terms and conditions governing the Services and Additional Services as provided in these Terms and as amended from time to time.
- I understand that I am providing "written instructions" to FFNW under federal and any state Fair Credit Reporting Acts, authorizing FFNW to obtain information from my personal credit profile or other information from consumer credit reporting companies. I authorize FFNW to obtain this information in connection with my use of the Site and Services, my Accounts and other FFNW products and services. If I register for Credit Sense powered by SavvyMoney, Inc., I authorize FFNW and SavvyMoney, Inc. to pull my credit reports from time-to-time, as FFNW or SavvyMoney, Inc. deems necessary.
- I consent to FFNW using electronic rather than paper documents, agree to sign those documents electronically, and understand any document sent electronically has the same force and effect as a document sent in paper format. I also understand that FFNW will use electronic documents for all communications, agreements, disclosures, authorizations and other documents necessary to provide me with FFNW products and services. I have current versions of an Internet browser, a program that accurately reads and displays PDF files (such as Adobe® Acrobat® Reader), an active email account, and computer or device with an operating system capable of supporting these programs, and I am able to receive and review electronic records. I understand I may contact FFNW at 1-866-372-1200 (toll free) or 425-255-4400 or by e-mail at Online@ffnwb.com at any time to opt-out of conducting business electronically, withdraw my consent, or change the email address that FFNW uses to send me documents, or request a paper copy of any electronic document received from FFNW.

# First Financial Northwest

## Operated by Global Federal Credit Union

201 Wells Ave. S. | PO Box 360  
Renton, WA 98057 | [ffnwb.com](http://ffnwb.com)  
866.372.1200

Insured by NCUA | Equal Housing Lender

### Branch/ATM Locations

**Renton – Main**

201 Wells Avenue S  
Renton, WA 98057

**Woodinville**

17641 Garden Way NE  
Woodinville, WA 98072

**Mill Creek**

15021 Main Street, Suite F  
Mill Creek, WA 98012

**Clearview – Snohomish**

17512 State Route 9 SE  
Snohomish, WA 98296

**Edmonds**

184 Sunset Avenue S  
Edmonds, WA 98020

**Smokey Point – Marysville**

2639 172nd Ste NE, Suite 101  
Marysville, WA 98271

**Renton – The Landing**

1002 Park Ave N, Suite F  
Renton, WA 98057

**Lake Stevens**

303 91st Ave NE, Ste E-502  
Lake Stevens, WA 98258

**Bellevue – Crossroads**

15600 NE 8th St, Suite K8  
Bellevue, WA 98008

**Kent**

207 W Kent Station, Suite 106  
Kent, WA 98032

**Bothell**

9924 NE 185th St, Suite 104  
Bothell, WA 98011

**Kirkland**

432 Central Way  
Kirkland, WA 98033

**University Place**

3555 Market Place West, Suite 1  
University Place, WA 98466

**Issaquah**

240 NW Gilman Blvd, Suite 1  
Issaquah, WA 98027

**Gig Harbor**

5500 Olympic Drive, Suite C201  
Gig Harbor, WA 98335



FACTS

WHAT DOES GLOBAL DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:
» Social Security number and income.
» Account balances and transaction history.
» Claim history and credit information.

How?

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

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

To limit our sharing

» Call our Member Service Center toll free at 800-525-9094.
» Complete and send the Important Privacy Choices for Consumers form.
Please note: If you are a new member, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

Questions?

Call toll free at 800-525-9094.

Who we are

Who is providing this notice? Global Federal Credit Union; Global Credit Union Insurance Brokers, LLC; Global Credit Union Home Loans, LLC (including dba Procura Mortgage Company); First Financial Northwest Operated by Global Federal Credit Union; and FFWN Operated by Global Federal Credit Union.

## What we do

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How does Global protect my personal information?                                   | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.                                                                                                                                                                                                                                                |
| How does Global collect my personal information?                                   | <p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>» Open an account or apply for a loan or insurance.</li> <li>» Access your account or use your credit or debit card.</li> <li>» Make payments or perform transactions.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>                                       |
| Why can't I limit all sharing?                                                     | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>» Sharing for affiliates' everyday business purposes—information about your creditworthiness.</li> <li>» Affiliates from using your information to market to you.</li> <li>» Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may further restrict sharing or give you additional rights to limit sharing.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account.                                                                                                                                                                                                                                                                                                                                                                                                     |

## Definitions

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Affiliates      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>» Our affiliates include companies with Global in their names such as Global Federal Credit Union; Global Credit Union Insurance Brokers, LLC; Global Credit Union Home Loans, LLC (including dba Procura Mortgage Company); First Financial Northwest Operated by Global Federal Credit Union; and FFNW Operated by Global Federal Credit Union.</li> </ul> |
| Nonaffiliates   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>» We don't share with nonaffiliates so they can market to you.</li> </ul>                                                                                                                                                                                                                                                                                |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>» Our joint marketing partners include investment, insurance, and other financial services companies that are not under common ownership or control with Global Federal Credit Union or any affiliated company.</li> </ul>                                                                                                              |

## Other important information

**Do Not Call Policy.** This notice is Global's Do Not Call Policy under the Telephone Consumer Protection Act. Global maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of the request. No telemarketing calls will be made to residential or wireless phone numbers that appear on Global's internal Do Not Call list.

## IMPORTANT PRIVACY CHOICES FOR CONSUMERS GLOBAL

You have the right to control whether we share your personal information for certain purposes.  
Please read the following information carefully before you make your choices below.

### Your Rights

You have the following rights to restrict the sharing of your personal information with our affiliates (companies we own or control) for their marketing purposes and with other non-affiliated companies for joint marketing purposes.

### Your Choices

If you have a joint account, your choice(s) will apply to everyone on your account.

#### Restrict Information Sharing With Companies We Own or Control (Affiliates)

☐ Please **do not share** personal information with affiliated companies for their marketing purposes.

#### Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services

☐ Please **do not share** personal information with non-affiliated companies to jointly market financial products and services.

### Time Sensitive Reply

You may make or change your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share your personal information for marketing purposes.

Name: \_\_\_\_\_

Account or Policy Number(s): \_\_\_\_\_

To exercise your choices:

- (1) Fill out and send back this form to us using the envelope provided; or
- (2) Call our Member Service Center at 800-525-9094 at any time.