Electronic Funds Disclosure

Keep this notice for future use.

This Agreement is the contract which covers your and our rights and responsibilities concerning electronic fund transfer (EFT) services offered to you by Seattle Metropolitan Credit Union DBA Seattle Credit Union (hereafter “Seattle Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application as applicants, joint owners or any authorized users. The words “we,” “us,” and “our” mean the Seattle Credit Union. The word “account” means any one or more deposit accounts you have with Seattle Credit Union. By transmitting any online authorization, signing the Account Card or signing or using a Visa® Check Card, ATM/Cash Card, audio response or Online Banking electronic banking service, online application each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through pre-authorized transfers and direct deposits, automated teller machines (“ATMs”), audio response and Online Banking electronic banking transactions, Point of Sale (“POS”) terminals and Visa® Check Card purchases involving your deposit accounts at Seattle Credit Union.

1. SERVICES

a. Automated Teller Machines (ATMs). You may use your ATM Card and Personal Identification Code (“access code”) in automated teller machines of Seattle Credit Union, Accel, PLUS System Network, CO-OP Network, and such other machines as we may designate. At the present time, you may use your Card to make the following transactions on your accounts:
   i. Make deposits to your savings and checking accounts.
   ii. Withdraw cash from your savings and checking accounts.
   iii. Transfer funds between your savings and checking accounts.
   iv. Make balance inquiries on savings and checking accounts.
   v. Perform other transactions as offered and permitted in the future.

b. Visa® Check Card. You may use your Visa® Check Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals with Accel, PLUS Network, and Visa® Network, Co-op Network or such other terminals Seattle Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, Seattle Credit Union may treat the transaction as an overdraft request pursuant to the Account Backup and Overdraft Privilege plans or may terminate all services under the Agreement.

c. Pre-authorized Electronic Funds Transfers and Direct Deposits. Pre-authorized electronic funds transfers may be made into or from your Credit Union accounts. These may include pre-authorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage or insurance premium payment, excluding Online Banking bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or close your account.

d. Audio Response. If we approve the audio response (telephone) access service for your accounts, you must designate a separate four (4) digit personal identification code (“access code”). You must use your access code along with your account number to access your accounts. You may use the audio response access service to:
i. Obtain balance, deposit, withdrawal, dividend, loan payoff, loan due date and cleared check information on your accounts at Seattle Credit Union.

ii. Transfer funds between your savings, checking, money market, and loan accounts as allowed, including loan payments.

iii. Withdraw funds from your savings, checking, and money market accounts by check, made payable to you and mailed to you at the address on your account.

iv. Transfer funds from your savings, checking, or money market account to your loan account.

v. Access your line of credit account and transfer funds to your accounts as allowed or authorize a check payable to you as above.

vi. Perform other transactions as offered and permitted in the future.

e. Online Banking. If we approve your application for the Online Banking service, you may access your accounts via the Internet. Upon your initial login, you must use your Personal Identification Code ("access code") along with your account number to access your accounts. On subsequent logins, you must use your chosen Username and Password. The Internet Branch electronic banking service is accessible seven (7) days a week, 24 hours a day, (with the exception of regular maintenance). You will need a personal computer web browser or other device to access the Internet (Worldwide Web). You are responsible for the installation, maintenance and operation of your computer. Seattle Credit Union will not be responsible for any errors or failures involving any telephone service, Internet service provider, or your computer. You may use the Internet Branch banking service to:

i. Transfer funds between your savings, checking, money market and loan accounts, as allowed, including loan payments.

ii. Obtain account balance, dividend data, transaction history, and cleared checks information on your accounts at Seattle Credit Union.

iii. Review information on your loan account including due dates, finance charges, and balance information.

iv. Make bill payments from your checking account, via our third-party bill payment provider.

v. Perform other transactions as offered and permitted in the future.

f. Visa® Debit Transactions. Some merchants may permit you to initiate debit and bill payment transactions with your Card using either the Visa® network or another network shown on your Card, such as the STAR network. Seattle Credit Union will honor your debit transactions processed by any of these networks.

Transactions processed over the Visa® network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your Card number (e.g. internet, mail, or telephone transactions), or swipe your Card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to Visa® processed transactions.

Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your Card number or swipe your Card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by Visa® or another network. Provisions applicable only to Visa® transactions (such as Visa’s zero liability protections) will not apply to non-Visa® debit transactions and the liability rules for other EFTs in the section titled “Member Liability” will apply.
2. SERVICE LIMITATIONS

a. Automated Teller Machines (ATMs).

   i. Cash Withdrawals. There is no limit to the number of withdrawals you may make at Credit Union ATMs and non-proprietary ATMs. However, you may be charged a fee as set forth on the Service Fees or as shown on the machine. You may use an ATM Card to withdraw up to $200 (if there are sufficient funds in your account) per day (for purposes of the daily limit, a day ends at midnight) at any authorized ATM, subject to limits placed on each individual ATM.

   ii. Transfers. You may transfer between your regular savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.

   iii. Deposits. The servicing and processing schedule of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to Seattle Credit Union's funds availability schedule.

b. Visa® Check Card/POS Purchases. You may make Visa® Check Card purchases at participating merchants and POS terminals up to the maximum amount set by any participating merchant or $5,000.00 (if there are sufficient funds in your account). You may make ATM cash withdrawals up to $500 per day.

Business Visa® Check Cards associated with a Small Business checking account may make purchases at participating merchants and POS terminals up to the maximum amount set by any participating merchant or $5,000.00 (if there are sufficient funds in your account). You may make ATM cash withdrawals up to $1,000 per day.

Business Visa® Check Cards associated with a Regular Business checking account may make purchases at participating merchants and POS terminals up to the maximum amount set by any participating merchant or $25,000.00 (if there are sufficient funds in your account). You may make ATM cash withdrawals up to $2,000 per day.

c. Telephone Audio Response. You can access your accounts under audio response via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a savings or money market account. Transfers from a savings or money market account will be limited to six (6) in any one month.

   No transfer or withdrawal may exceed the available funds in your account. Seattle Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. Seattle Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. Seattle Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call. There is a ten (10) minute time limit per call. The system will also discontinue service after three unsuccessful attempts to sign on.

d. Online Banking. The following limitations on Online Banking transactions may apply in using the services listed above:

   i. Transfers. You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings or money market accounts will be limited to a total
of six (6) in any one month. You may transfer or withdraw up to the available balance in
your account or up to the available credit limit on a line of credit at the time of the transfer,
except as limited under this Agreement or your deposit or loan agreements. Seattle Credit
Union reserves the right to refuse any transaction that would draw upon insufficient or
unavailable funds, lower an account below a required balance, or otherwise require us to
increase our required reserve on the account.

ii. Account Information. The account balance and transaction history information may be
limited to recent account information involving your accounts. Also, the availability of
funds for transfer or withdrawal may be limited due to the processing time for atm deposit
transactions and our funds availability policy.

iii. E-Mail. Seattle Credit Union may not immediately receive E-mail communications that you
send and Seattle Credit Union will not take action based on E-mail requests until Seattle
Credit Union actually receives your message and has a reasonable opportunity to act.

e. Bill Payments. You may authorize new payment instructions or edit previously authorized
payment instructions for bill payments that are either variable (i.e. payments on merchant
charge accounts that vary in amount) or fixed (i.e. fixed mortgage payments). When you
transmit a bill payment instruction through us to the third-party bill payment provider (“bill
payment provider”), you authorize us to transfer funds to make the bill payment transaction
from your checking account. The bill payment provider will process bill payment transfer
requests only to those creditors Seattle Credit Union has designated in the User Instructions and
such creditors as you authorize and for whom the bill payment provider has the proper vendor
code number. The provider will not process any bill payment transfer if they know the required
transaction information is incomplete. In any event, Seattle Credit Union will not be liable for
any transaction that contains incorrect information that Seattle Credit Union's provider was
not responsible for entering or knowing. If there are insufficient funds in your account to make
the bill payment request, we may either refuse to make the payment or make the payment and
transfer funds from any Account Backup account you have established. Seattle Credit Union
reserves the right to refuse to process payment instructions that reasonably appear to Seattle
Credit Union to be fraudulent or erroneous. Seattle Credit Union will withdraw the designated
funds from your account for the bill payment transfer by midnight of the next business day
following the date you schedule for payment. Seattle Credit Union's provider will process your
bill payment transfer within one (1) business day of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations
will be paid on time. You should enter and transmit your bill payment instructions within a
reasonable time (recommended at least five (5) days) before a bill is due. You are responsible
for any late payments or finance charges that may be imposed as a result of your failure to
transmit a timely bill payment authorization.

You may cancel or stop payment on variable or fixed bill payment instructions under certain
circumstances. If you discover an error in or want to change a payment instruction (i.e. payment
date or payment amount) for a variable or fixed payment that you have already scheduled for
transmission through the Online Banking bill payment provider, you may electronically edit
or cancel your payment request. Your cancellation request must be entered and transmitted
before the date you have scheduled for payment. If your request is not entered in time, you
will be responsible for the payment. If you wish to place an oral stop payment on a fixed bill
payment transaction Seattle Credit Union must receive your oral stop payment request at least
three (3) business days before the payment is scheduled to be made under Section 10. If your
Online Banking or oral stop payment request to Seattle Credit Union is not timely, you may call
206-398-5500 or 800-334-2489 to request assistance in intercepting the transmission prior to
payment.
3. CONDITIONS OF ACCOUNT USE

The use of your Account is subject to the following conditions:

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

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

c. Security of Access Code. The Personal Identification Code ("access code") that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts.

If you authorize anyone to use your access code, that authority shall continue until you specifically revoke such authority by notifying Seattle Credit Union and changing your card and/or PIN. If you fail to maintain the security of these access codes and Seattle Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

d. Foreign Transaction Fee. Purchases made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, a Foreign Transaction Fee will be assessed not to exceed 1% of the transaction amount for any Card transaction made in a foreign country.

e. Exclusions: Visa Check Cards are blocked for transactions originating in Indonesia, Malaysia, Romania, or transactions used for online gambling. Countries and transaction categories blocked are subject to change and can be changed prior to notification.

4. MEMBER LIABILITY

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your Account, Card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Visa Check Card purchase transactions, if you notify us of your lost or stolen Card, you may not be liable for any losses provided you were not grossly negligent (for example keeping your Access Code with your Card is grossly negligent) or fraudulent in handling your Card and you provide us with a written statement regarding your unauthorized Card claim, otherwise the following liability limits will apply. For all other EFT transactions except electronic check transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than $50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows EFT transfers that you did not make, including made by Card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you for personal accounts, and thirty (30) days after the transaction for business
accounts, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (1) for unauthorized Check Card purchase transactions -- up to the limits set forth above and (2) for all other unauthorized EFT transactions - up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 206-398-5500 or 800-334-2489. You may also contact us online via our website: www.seattlecu.com or by writing to:

Seattle Credit Union  
ATTN: Card Services  
1521 1st Ave S, Ste 500, Seattle, WA 98134

5. ELECTRONIC COMMUNICATIONS CONSENT AND ACKNOWLEDGEMENT

a. By requesting any electronic services offered by Seattle Credit Union, you (including any joint account-holders and co-applicants) acknowledge receipt of this Electronic Funds Transfer Disclosure form, evidence your intent to be bound by the terms contained herein regarding the Electronic Communications above, and consent to the delivery of Electronic Communications via the Internet to an e-mail address you designate to receive such Electronic Communications. You also confirm that you meet the Hardware and Software Requirements listed below and are able to access and retain Electronic Communications from us. Your consent to Electronic Communications applies to all Electronic Communications that we provide to you in connection with your Online Services activity or requests, loan applications and products and services which you have in the past, now or in the future, with Seattle Credit Union. If you consent to Electronic Communications, we will provide the Electronic Communication on our website or we will send you an e-mail that informs you when relevant information is available for your viewing on our website. That communication will include instructions on how to access the information from our website.

6. WITHDRAWING CONSENT

a. You can elect to withdraw your consent to Electronic Communications at any time by calling our Contact Center at 206-398-5500 or outside Seattle at 800-334-2489 during our business hours. The legal validity and enforceability of prior Electronic Communications will not be affected if you withdraw your consent.

7. HARDWARE AND SOFTWARE REQUIREMENTS

a. To receive Electronic Communications, you must ensure that you are able to receive information electronically and retain it. You must have a computer system with an Internet Web browser capable of 128-bit encryption and Adobe Acrobat Reader in order to receive disclosures electronically. Further, you must have a printer capable of printing any disclosure or statement that are made available on our website and/or e-mailed to you, and/or have the ability to electronically save and visually display on computer screens such documents.

8. BUSINESS DAYS

a. Our business days include Monday through Saturday. Holidays are excluded.
9. FEES AND CHARGES

If you use an automated teller machine (ATM) that is not owned or operated by us, you may be charged an ATM surcharge by the ATM owner, operator or an ATM network involved in the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

a. ATM Fees. A $.50 transfer fee will be deducted from your account for each withdrawal or transfer using a cash Card and completed at an ATM not owned by Seattle Credit Union.

b. Account Backup Fee. A $5.00 transfer fee will be deducted from your account for any account transfer Seattle Credit Union makes to complete or cover your transaction.

c. Overdraft Privilege Fee. A $28.00 Overdraft Privilege fee will be deducted from your account if any transaction using your cash or Visa® check Card causes your account to be overdrawn. (See the Membership Agreement for complete information about Seattle Credit Union’s Overdraft Policies.)

d. Stop Payment Fee (by Bill Pay Provider). A $20.00 Stop Payment fee will be charged by our bill payment provider and deducted from your account for any bill payment you request our processor to stop.

e. Bill Payment Annual Activity CD. A $35.00 fee will be charged by our bill payment provider and deducted from your account for Payment History CD orders.

f. External Transfers. Per transaction fees will be charged for each external transfer completed. The fees vary depending on the dollar amount transferred and are as follows:

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| g. Bill Payment Expedited Payment. Expedited Electronic payments incur a $5 fee, while Overnight Checks incur a $25 fee.  

h. Additional Fees. Please refer to our Service Fees brochure for additional fees. |

10. RIGHT TO RECEIVE DOCUMENTATION TRANSFERS

a. Periodic Statements. Transfers, withdrawals, and purchases transacted through an ATM, POS terminal, telephone audio response, Online Banking, or with a participating merchant will be recorded on your periodic statement. You will receive a statement monthly unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating Visa® merchant, except some electronic terminals will not
provide receipts for transactions of $15 or less.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling Seattle Credit Union at 206-398-5500 or 800-334-2489, or using Online Banking. This does not apply to transactions occurring outside the United States.

11. ACCOUNT INFORMATION DISCLOSURE

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

a. As necessary to complete transfers;

b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;

c. To comply with government agency or court orders;

d. If you give us your express permission.

12. CREDIT UNION 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:

a. If, through no fault of ours, you do not have enough money in your account to make the transfer, or the transfer would go over the credit limit on your line of credit, if applicable.

b. If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer transactions.

c. If the Card has expired or is damaged and cannot be used.

d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash or was not working properly and you knew about the problem when you started the transaction.

e. If your computer fails or malfunctions or the telephone audio response or Online Banking electronic banking services were not working properly and such problem should have been apparent when you attempted such transaction.

f. If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.

g. If the funds in your account are subject to an administrative hold, legal process or other claim.

h. If you have not given Seattle Credit Union complete, correct and current instructions so Seattle Credit Union can process a transfer.

i. If there are other exceptions as established by Seattle Credit Union.

j. If the error was caused by a system beyond Seattle Credit Union's control, such as an ATM network, telecommunications system, or Internet service provider.

k. The ATM or POS terminal may retain your Card in certain instances, in which event you may contact Seattle Credit Union about its replacement.
13. CHECK ELECTRONIFICATION TRANSACTIONS

a. Services. 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. Your checks may be used to initiate certain electronic fund withdrawals from your account. Participating merchants will scan information from your check and process the transactions electronically, not through the check collection process. Point of Purchase (referred to as “POP”) transactions are made in person by you using a blank check. Represented check (referred to as “RCK”) transactions are made by the merchant using a returned check that was returned for insufficient or uncollected funds. Accounts Receivable Conversion (ARC) entries are for checks mailed by you to a merchant for the payment of goods or services. Back Office Conversion (BOC) entries are for checks received as Point of Purchase or Manned Bill Payment locations for the in-person purchase of goods or services.

b. Limitations on Frequency and Dollar Amount of Transactions. There is no limitation on how many times a merchant may re-initiate a POP transaction if returned for insufficient or uncollected funds. A returned check charge may be incurred each time the transaction is returned. Refer to the Fee Disclosure for your account.

c. Right to Receive Documentation of Transfers. The check you use for a POP transaction should be blank, and not previously voided or negotiated or used in any prior POP transaction. After it is scanned, the merchant should mark it void and return it to you. You should sign and receive a copy of your authorization along with information relating to the merchant and transaction. Merchants who may initiate an RCK transaction must provide notice to you, before accepting your check, that your returned check may be collected electronically if the check is returned for insufficient or uncollected funds.

d. POP and RCK transactions will appear on your account statement. The merchant should retain the original check relating to an RCK entry for ninety (90) days. After 90 days the merchant may destroy the original check, but should still retain a copy. You may request the original or a copy of the check relating to an RCK entry directly from the merchant or through us.

e. Errors or Inquiries About Your Electronic Transfers. If the error relates to a check electronification entry (POP or RCK) on a Consumer Account and you want us to promptly credit your account, we must receive a written affidavit from you on our form no later than fifteen (15) days after we send you the FIRST statement on which the error appears. For all other cases, we must hear from you not later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If yours is a Consumer Account and if you deliver the required written affidavit concerning a check electronification problem within 15 days of the statement on which the problem appears, we will credit the amount of the entry to your account.

f. Stop Payment on Check Electronification Transactions. You may stop electronic transactions initiated by use of a check (including POP and RCK transactions) by calling us at 206-398-5500 or 800-334-2489, however you must do so in time for us to have a reasonable opportunity to act on the stop payment order before acting on the electronic transaction.

14. PRE-AUTHORIZED ELECTRONIC FUND TRANSFERS

a. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others (excluding Online Banking’s bill payments), you may stop payment of pre-authorized transfers from your account. You must notify Seattle Credit Union orally or in writing at the telephone number and address stated above any time up to three (3) business days before the scheduled date of the transfer. Seattle Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.
b. Notice of Varying Amounts. If these payments may vary in amount, the person you are going to pay is required to tell you ten (10) days before each payment, when the payment 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.

c. Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and if we do not do so, we will be liable for your losses or damages.

15. TERMINATION OF EFT SERVICES

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

16. NOTICES

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

17. BILLING ERRORS

In case of errors or questions about your electronic transfers, telephone us at the phone numbers above or write to us at the address above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears and thirty (30) days after we sent the first statement for business accounts on which the problems appears.

a. Tell us your name and account number.

b. Describe 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.

c. 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 or via e-mail within ten (10) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we require additional time to investigate your dispute, we have the option to take up to forty-five (45) days [ninety (90) days for POS and Visa® Check Card transactions]. If we decide to initiate this option, we will provide provisional credit for the amount disputed within ten (10) business days [five (5) business days for POS and Visa® Check Card transactions] while we complete our investigation. We require that all disputes be submitted in writing. For transactions initiated outside the United States, we will have twenty (20) business days instead of ten (10) business days, and ninety (90) calendar days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question.
18. ATM SAFETY NOTICE

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

a. Be aware of your surroundings, particularly at night.

b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.

c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.

d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.

e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave.

f. If you are followed after making a transaction, go to the nearest well-lit public area.

g. Do not write your personal identification number or code on your ATM Card.

h. Report all crimes to law enforcement officials immediately.

19. ENFORCEMENT

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