

Providence Federal Credit Union has updated its Membership and Account Agreement effective May 2, 2022, to update and amend the terms for deposit accounts and electronic services and to provide for a Binding Arbitration and Class Action Waiver. The updated terms for deposit account and electronic services and the Binding Arbitration and Class Action Waiver terms apply to all of your consumer deposit accounts and electronic services. The enclosed Membership & Account Agreement reflects the maximum benefits provided to the entire membership and will ensure the best possible services to all members. Providence Federal Credit Union values your membership. For a full copy of the Membership & Account Agreement visit <https://www.providencecu.org>. Please retain the Membership and Account Agreement amendments for your records.

I. MEMBERSHIP AND ACCOUNTS

22. Electronic Signatures. You understand and agree that your electronic consent, execution or authorization is your electronic signature which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Membership and Account Agreement. You agree your electronic signature captured and stored as an image by this electronic means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

III. ELECTRONIC FUNDS TRANSFERS

By signing the Account Card or signing or using the Check Card ("Card"), you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. –Not all services are available for all members; we will tell you if certain services are not available for your accounts.

1. Services.

a. ATMs. You may use your card and Personal Identification Number ("PIN") in automated teller machines ("ATMs") and interactive teller machines ("ITMs") of the Credit Union within the ACCEL (MoneyPass), CO-OP, or Allpoint networks and other machines as the credit union may designate. At the present time, you may use your card to:

- Withdraw funds from your savings and checking accounts
- Transfer funds from your checking and savings accounts
- Obtain balance information for your checking and savings accounts

g. Mobile Banking. You may use your mobile device to access your accounts. You will need your username and password to access your accounts. The Mobile Banking service is generally accessible twenty-four (24) hours a day, seven (7)-days a week. However, availability of the services may be suspended for brief periods of time for purposes of system maintenance. You will need a computer or mobile device and a web browser. You are responsible for the installation, maintenance, and operation of your mobile device and internet connection. The Credit Union will not be responsible for any errors or failures involving any internet connection or your computer or mobile device. At the present time, you may use the Mobile Banking services to:

- Transfer funds between your savings, checking, and money market accounts.
- Transfer funds from your savings, checking, and money market accounts to a loan account.
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Transfer funds to another Credit Union member's account.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information on your loan account including payment amounts, due dates, interest charges, and balance and payoff information.
- Make Bill Payment from your checking accounts using the Bill Payment service.
- View and download account and tax statements.
- Communicate with the Credit Union using secure messaging.

h. Bill Payment Service. You may access the Bill Payment service through the Online and Mobile Banking services. The Bill Payment service allows you to pay bills from a designated account to payees that you designate subject to the

requirements set forth below. When you use the Bill Payment service, you must designate your Credit Union checking account as the account from which authorized payments will be deducted. You will be given the ability to set up merchants, institutions, or individuals you would like to pay. The Credit Union reserves the right to not allow the designation of a particular merchant or institution. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union.

You or any authorized account signers may use your Bill Payment service, Online Banking or Mobile Banking service to perform the following transactions:

- Pay any designated merchant, institution, or individual in accordance with this agreement a fixed recurring amount or a variable amount "on demand" from your designated Credit Union checking account.
- Obtain information (payee information, payment status information, etc.) about your Bill Payment account status.

Bill Payment Transactions. You authorize the Credit Union to process Bill Payment from your designated account. You may use the Bill Payment service to initiate three different types of payment transactions:

- "On demand" payments are payments that are not recurring. The payments can be canceled or changed through Bill Payment up until midnight before your scheduled debit date.
- "Future" payments are payments that you initiate by setting the payment amount and due date. The payments can be canceled or changed through Bill Payment up until midnight before the scheduled debit date.
- "Recurring" payments are payments that are recurring on a fixed due date and at a fixed amount. You have an option in the Bill Payment system to set automatic payments to continue indefinitely or until a set maturity date. The payment can be canceled or changed through Bill Payment up until 11:59 p.m. Pacific Time before the scheduled debit date.

Authorized Payments. When you transmit a Bill Payment instruction to the Credit Union, you authorize the Credit Union to transfer funds to make the Bill Payment transaction from your designated checking account. The Credit Union will process Bill Payment transfer requests only to those payees the Credit Union has designated in its user instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any Bill Payment transfer if it knows the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the Bill Payment request, the Credit Union may refuse to make the payment, make the payment and transfer funds from any overdraft protection account you have established, or make the payment and thereby overdraw the payment account. In any event that you have insufficient funds in your payment account to make the Bill Payment request, you are responsible for any nonsufficient funds ("NSF") or overdraft charges the Credit Union may impose. You are also responsible for any NSF charges, finance charges, and/or late fees imposed by the Bill Payment provider and/or the merchant(s) you intended to pay with your Bill Payment account. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

Processing Payments. The amount of your requested Bill Payment will be deducted from your account on the scheduled debit date and will be posted within two (2) business days of the date the payment is transmitted to the payee. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the scheduled initiation date. There is a

dollar limit of your available balance on any payment. Bill Payment are delivered to the payee either electronically, which may take up to five (5) business days from the scheduled debit date, or by check (to those payees not set up to accept electronic payments, including individuals), which may take up to seven (7) to ten (10) business days from the scheduled debit date. It is your responsibility to schedule your Bill Payment in such a manner that your obligations will be paid on time. You should enter and transmit your Bill Payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely Bill Payment authorization.

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

- designated by the Office of Foreign Asset Control as being a prohibited payee
- having an address outside of the United States (except for APO)
- court-ordered payments such as alimony, child support, speeding tickets, etc.
- tax entities
- collection agencies

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

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

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

2. SERVICE LIMITATIONS.

c. Online & Mobile Banking.

iv. Mobile Banking. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider. You agree to be solely responsible for all such fees, limitations

and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking, and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

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

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

You may make funds transfers to your other accounts as often as you like. 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. The account balance and transaction history information may be limited to recent account information involving your accounts.

3.CONDITIONS OF CARD USE.

The use of your Card and Account are subject to the following conditions:

iii. Currency Conversion; International

Transaction Fee. Purchases and withdrawals made in or with merchants located 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, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged an International Transaction Fee of up to 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

5. Member Liability. For consumer accounts, 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. For all EFT transactions except electronic check and Debit Card 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. For Debit card transactions, if you notify us of the loss, theft, or unauthorized use of your Card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed through VISA® (VISA zero liability) provided, you promptly notify us and you were not negligent or fraudulent in handling your Card. You provide us with a written statement regarding your unauthorized Card claim, otherwise the liability limits set forth above will apply. Also, if your statement shows EFT transfers that you did not make including those 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, 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 (i) for unauthorized Debit Card purchase transactions - up to the limits set forth above and (ii) for all other unauthorized EFT transactions - up to the full amount of the loss. If 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:

(503) 215-6090 or (888) 849-5189

Or write to:
Providence Federal Credit Union
6400 SE Lake Road, Suite 125
Milwaukie, OR 97222

4. ARBITRATION AND CLASS ACTION WAIVER AGREEMENT

RESOLUTION OF DISPUTES BY ARBITRATION: THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT ACCOUNTS AND RELATED ELECTRONIC FINANCIAL SERVICES. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT CERTAIN DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES MAY BE MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes. Either You or We may elect, without the other's consent, to require that any dispute between us concerning Your Deposit Accounts (share accounts) and the electronic financial services related to your Accounts be resolved by binding arbitration, except for those disputes specifically excluded below. This Arbitration Agreement and any arbitration conducted under it are governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and are not subject to any state law related to arbitration.

Disputes Covered by Arbitration. Claims or disputes between you and us arising out of or relating to your Deposit Account(s), transactions involving your Deposit Account(s) and any related electronic financial service with us are subject to arbitration. Electronic financial services include online and mobile account access, bill pay, telephone access, and any other electronic service provided pursuant to our Electronic Funds Transfer Disclosures. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, any advertising, the application for, or the approval or establishment of your account are also included. Disputes include not only claims made directly by You, but also made by anyone connected with You or claiming through You, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such disputes are referred to in this section as "Claims".

Disputes Not Covered by Arbitration. Both you and we have the right to pursue a Claim in state court instead of arbitration for claims related to our collection of any negative balance or amounts you owe us under our Membership and Account Agreement, including but not limited to: fraud, counterfeit

items and any unpaid account obligations. This exception applies if the Claim is in that court's jurisdiction and brought on an individual basis. Also, arbitration will not apply to Your Account as long as You are an active duty Service Member. Otherwise, this Agreement to arbitrate will apply without limitation, regardless of whether 1) your account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

No Class Action or Joinder of Parties. YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE CLAIM OR CAUSE OF ACTION AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE CLAIM OR CAUSE OF ACTION OCCURRED. Unless you and we both agree, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Arbitration Procedures. The arbitration must be filed with the following neutral arbitration forum and must follow its rules and procedures for initiating and pursuing an arbitration:

JAMS
www.jamsadr.com
1-800-352-5267 (toll-free)

The arbitration shall take place in the federal district in which you reside, or in which you entered into this Agreement. The arbitration shall be decided by a single, neutral arbitrator selected by both parties in accordance with the rules of the arbitration forum. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This Arbitration Agreement does not preclude parties from bringing claims in small claims court or seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You or we may choose to have a hearing, be represented by counsel and conduct discovery. If the claim is brought by You, You will pay no more than \$250 of the filing costs and expenses and the remaining costs are borne by us. If we bring the claim, we pay for all filing fees and costs. Judgment on the arbitration award may be entered by any court of competent jurisdiction. We will not reimburse any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party shall be responsible for its own attorney fees in any arbitration unless the arbitrator awards attorney fees under applicable law or agreement.

Right to Resort to Provisional Remedies Preserved.

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as our federal statutory lien; our right of set-off; the right to restrain funds in an account; to interplead funds in the event of a dispute; to exercise any security interest we may hold in property; to comply with legal process; or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Right to Reject this Arbitration Agreement. You have the right to opt out of this agreement to arbitrate if you tell us within 30 days of your initial Account opening or the receipt of our Notice and this Agreement, whichever is later. To opt out, send us written notice including the following information: (i) Your written notice must include: your name, as listed on your account, your account number, and a statement that you reject this Arbitration Agreement, and (ii) You must send Your written notice to Us at the following address: Providence Federal Credit Union, 6400 SE Lake Road Suite 125, Milwaukie, OR 97222, Attn: Risk Management.

Acceptance of Arbitration and Class Action Waiver. By your receipt of our Notice and a copy of this Binding Arbitration and Class Action Waiver Agreement, your decision not to reject this Agreement and as confirmed by your continued use of your Account, you agree to be bound by the above terms and Disputes Covered by Arbitration provision for all of your Accounts and effective immediately your Accounts will be bound by this Arbitration and Class Action Waiver Agreement.