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Member-Owned and Serving Nordstrom Employees since 1936

Membership and Account Agreement

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MEMBERSHIPS AND ACCOUNTS

This Agreement is the contract of deposit, which covers your and our rights and responsibilities concerning Membership and Account(s) offered to you. In this Agreement, the words "you" and "yours" mean those who sign the Account Card or Subsequent Account Action Card ("Account Card"). The words "we," "us," and "our" mean the Nordstrom Federal Credit Union ("Credit Union"). The word "account" means any one or more share or deposit accounts you have with the Credit Union. The classification and form of ownership of your accounts are designated on your Membership and Account Application. By signing the Membership and Account Application that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Privacy Policy, Funds Availability Policy, Electronic Funds Transfer Agreement, and the Truth-in-Savings Disclosures (Schedule of Rates/Fees) accompanying this Agreement, any account receipt, the Credit Union's Bylaws and policies, and any amendments which collectively govern your Membership and Accounts. You must maintain a share account to be eligible for any accounts or services of the Credit Union. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time. Unless you waive your rights, you understand that certain account designations, such as a joint ownership with right of survivorship or POD beneficiary designation may be invalidated upon the Credit Union's receipt of notice of marriage dissolution or a testamentary disposition, as required by applicable law.

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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document.

Membership Eligibility

To be eligible for membership in the Credit Union you must be an individual or entity qualifying within the Credit Union's field of membership and must purchase and maintain at least one share (the Membership Share Account) as required by the Credit Union's Bylaws. You authorize us to check your account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request. All joint owners who are the spouse of the primary member are in fact members of the Credit Union with full membership rights.

Individual Accounts

An individual account is an account owned by one depositor including any individual, corporation, partnership, trust, or other organization qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the decedent's estate or payable on death ("POD") beneficiary, if applicable.

Joint Accounts

An account owned by two or more persons is a joint account. Two members can designate each of their membership shares to be held in one account with joint ownership (a joint membership account).

Rights of Survivorship

If your account is a joint account, the account is owned as a joint account with rights of survivorship unless otherwise stated on the Account Card. If the account is a joint account without right of survivorship, the interest of a deceased owner will pass to the decedent's estate. If the account is a joint account with right of survivorship upon the death of one of the joint account owners, that person's interest will become the property of the surviving joint account owners. A surviving owner's interest is subject to the Credit Union's statutory lien for the deceased owner's obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

Rights of Joint Account Owners

Any joint account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account and requests for future services from any other account owner. Each account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account (except youth accounts), stop payment on items drawn on an account, withdraw, or pledge all or any part of the shares of any account, including funds representing a membership share, without the consent of the other account owner(s) and the Credit Union shall have no duty to notify any other joint account owner(s). If the Credit Union receives written notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a Court order to act or require that all joint account owners agree in writing to any transaction concerning the account.

Joint Account Owner Liability

If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the multiple account owners is jointly and severally liable to the Credit Union for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who created the overdraft, deposited or cashed the item or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the joint account.

Pod/Revocable Trust Beneficiaries

A Payable on Death (POD) or Revocable Trust designation is an instruction to the Credit Union that a designated account is an account payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated on your Account Card. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with right of survivorship. Any POD beneficiary designation shall not apply to IRA accounts, which shall be governed by a separate beneficiary designation. The Credit Union shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary's interest in any account, except as otherwise provided by law.

Accounts For Minors

All accounts which are established in the name of a minor, require a parental or guardian joint owner who is at least 18 years of age who shall be jointly and severally liable to the Credit Union for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, all funds in the account shall be owned as a joint account with rights of survivorship unless otherwise indicated on the Account Card. In the absence of such provision to prohibit access, the Credit Union may make payments of funds directly to the minor without regard to his or her minority. Unless a parent or guardian is a joint account owner, the parent or guardian shall not have any right to access the account. The Credit Union has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner's tax identification number must be shown on the card. The Credit Union shall not change the account status when the minor reaches 18, unless authorized in writing by all account owners.

Accounts For Living Trusts

An account for a living trust is an individual account held by one or more trustees of a trust for the benefit of one or more beneficiaries pursuant to a revocable trust agreement. Upon request of the Credit Union, the trustee shall sign an Account Authorization Card and provide any other evidence of the trustee's authority the Credit Union requires. Trustee warrants that a valid living trust has been created, currently exists, and that the trustor and primary beneficiary are eligible for membership in the Credit Union. The Credit Union does not act as a trustee and is under no obligation to inquire as to the powers or duties of the trustee(s). The trustee agrees to notify the Credit Union in writing if a change of trustee occurs. The Credit Union may withhold payment of funds to any party until proper evidence of authority is provided. The Credit Union may rely upon the directions of any one trustee until a written notice of revocation of the living trust or an Account Card form is received. Funds may be released to any one trustee acting alone or with a cotrustee. The trustee(s) agrees to indemnify and hold the Credit Union harmless of any liability, claim, damage or loss arising as a result of unauthorized acts of any trustee or former trustee or acts of any trustee upon which Credit Union relies prior to notice of revocation of the trust. This Agreement shall be binding on the trust, any trustee, successor trustee and beneficiaries.

Accounts of Organizations

Accounts held in the name of an association member are subject to the terms set forth in the Membership and Account Agreement. The Credit Union reserves the right to require the member to provide an Account Authorization Card informing the Credit Union who is authorized to act on its behalf.

Deposit Requirements

Funds may be deposited to any account in any manner approved by the Credit Union in accordance with the requirements set forth on the Schedule of Rates/Fees. All accounts are non-assignable and nonnegotiable to third parties. Share Certificate accounts are governed by the terms of this Agreement and the terms and disclosures on your Share Certificate Schedule of Rates/Fees, which is incorporated herein by this reference.

Endorsements

You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize the Credit Union to supply missing endorsements if the Credit Union chooses to supply such endorsements. When you deposit items to your account, you warrant that all prior endorsements are genuine. The Credit

Union reserves the right to verify all endorsements on third party checks presented for deposit either in person or by comparison with member signature files. If an insurance, government, and certain other checks or drafts require an endorsement as set forth on the back of the check, the Credit Union may require endorsement as set forth on the check. Endorsements must be placed in the space on the back of the check between the top edge and 1.5 inches from the top edge. The Credit Union may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error.

Collection of Items

The Credit Union shall not be responsible for deposits made by mail or at an unstaffed facility until the Credit Union actually receives them. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. The Credit Union reserves the right to send any item for collection.

Final Payment

All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return charge on your account. After we have received final payment, we refer to these deposits as collected items. If the Credit Union incurs any fee to collect any item, the Credit Union may charge such fee to your account. The Credit Union reserves the right to refuse or to return all or any item or funds transfer. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. The Credit Union reserves the right to refuse all or any part of a deposit, to return a deposit or close your account.

Direct Deposit

The Credit Union may offer direct deposit options allowing you to pre?authorize deposits (i.e., payroll checks, Social Security or retirement checks, or other government checks) or pre-authorize transfers from other accounts at the Credit Union. You must authorize any direct deposits to your accounts by a separate authorization form. If applicable, you must notify the Credit Union at least 30 days prior to any direct deposit or pre-authorized transfer if you wish to cancel or change the direct deposit or direct transfer option. Upon filing of a bankruptcy, if you fail to cancel any direct deposit authorization, you instruct your employer and the Credit Union to make and apply direct deposits in accordance with your authorization on file with the Credit Union. If the Credit Union is required to reimburse the U.S. Government for any benefit payment directly deposited into your account for any reason, you agree the Credit Union may deduct the amount returned from any of your accounts, unless prohibited by law.

Crediting of Deposits

Deposits made on Saturdays, Sundays, and Credit Union holidays will be credited to your account on the next business day. Ask for our current deposit cutoff time. Deposits received at unstaffed facilities such as night depositories will be credited on the day funds are removed and processed by the Credit Union. Items drawn from an institution located outside the United States are handled on a collection basis only. Deposits will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by the Credit Union for credit to your account or for collection.

Account Access

Access Options

You may make withdrawals or transfers from your account in any manner that is permitted by the Credit Union (i.e., check, automated teller machines (ATM/Check Cards), in person, by mail, automatic transfer, Internet Home Banking, CU Service Centers and Speedy Line Audio Response service or telephone). If the Credit Union accepts any check that is not drawn on a form provided by the Credit Union, you will be responsible for any loss incurred by the Credit Union for handling the check. The Credit Union may return as unpaid any check that is not drawn in the form provided by the Credit Union.

Shared Branching

You may conduct transactions at CU Service Center (CUSC) locations. All transactions conducted at CUSCs are subject to the CUSC's separate operating procedures, policies and fees, as well as our rates and fees and this Agreement. You may need a Nordstrom Credit Union ATM Card, Check Card, or VISA Card and a Personal Identification Number (PIN) to access your accounts at a CUSC, or you may be charged a fee to complete the transaction. Additional identification, such as a driver's license or other photo ID, will be required to complete your transaction. Not all services may be available at all CUSC locations. The Credit Union may deny access to CUSC services at any time. You will receive receipts for transactions conducted at CUSCs and they will be reflected on your periodic statement. Transactions made through CUSCs are processed the same business day. Business days are Monday through Friday, excluding holidays. Transactions made on weekends, including Friday evenings, and holidays will be processed on the next business day. Please refer to the Funds Availability section for information on check holds.

ACH and Wire Transfers

If offered, you may initiate or receive credits or debits to your account via wire transfer or ACH ("Automated Clearing House") transfer. You agree that if you receive funds by a wire or ACH transfer, the Credit Union is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. The Credit Union may provisionally credit your account for an ACH transfer before it receives final settlement for the transfer. You agree that if the Credit Union does not receive final settlement for a transfer, it may reverse the provisional credit to your account, or you will refund the amount to the Credit Union. When you initiate a wire transfer, you may identify either the recipient or any financial institution by name and by account or identifying number. The Credit Union (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. Wire transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve. ACH transactions are governed by the rules of the National Automated Clearing House Association.

Credit Union Examination

The Credit Union may disregard information on any check other than the signature of the drawer and amount of the item and any magnetic encoded information. You agree the Credit Union does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

Account Rates and Fees

The Credit Union's payment of dividends on any account is subject to the account rates and fees, earnings, payment and balance requirements as set forth on the Schedule of Rates/Fees, which are incorporated herein by this reference. You agree the Credit Union may impose fees and charges for the deposit account services provided by the Credit Union. A current Schedule of Rates/Fees has been provided to you separately. You agree the Credit Union may change the Schedule of Rates/Fees from time to time and you will be notified of such changes as required by law.

Transaction Limitations

Withdrawal Restrictions

The Credit Union will permit a withdrawal only if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfers or payment orders that are drawn against insufficient available funds will be subject to a service charge, set forth in the Schedule of Rates/Fees. If there are sufficient available funds to cover some but not all of your withdrawal orders, the Credit Union may allow those withdrawals for which there are sufficient available funds in any order at the Credit Union's discretion.

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days), as required by law, before such withdrawal.

Transfer Limitations

The Credit Union may also refuse to allow a withdrawal in other cases; for example: any dispute between the owners about the account (unless a court has ordered the Credit Union to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to the Credit Union; any required documentation has not been presented; or you fail to repay a Credit Union loan on time. Any garnishment is subject to the Credit Union's lien or security interest in an account. You will be advised of the reasons for refusal if such action is taken. The Credit Union reserves the right to require members to give notice in writing of any intended withdrawals from any account (except checks of not less than 7 days and up to 60 days), as required by law, before such withdrawal.

Overdrafts

Overdraft Liability

If on any day, the available funds in your checking account are not sufficient to cover checks, ATM/Check card transactions, ACH transactions, and other items posted to your account, those checks and items will be handled in accordance with our overdraft protection plan you have with us. The Credit Union's determination of an insufficient account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. The Credit Union has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Schedule of Rates/Fees. Except as otherwise agreed in writing, the Credit Union, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If the Credit Union pays a check that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor bank extra time beyond any midnight deadline limits.

Overdraft Protection Plan

If you request and we approve, we will provide an overdraft protection plan for you. We will honor checks drawn on insufficient funds in any checking account by transferring the necessary funds from a deposit account or line of credit account of yours, if applicable, to your checking account. The fee for overdraft transfers is set forth on the Schedule of Rates/Fees. Transfers from a deposit account will be governed by this Agreement. Transfers from a line of credit account will be governed by the credit agreement.

Postdated and Stale Dated Items

You authorize us to accept and pay any check, even if the check is presented for payment before its date, unless you notify the Credit Union of the postdating. Your notice will be effective only if the Credit Union receives the notice in time for the Credit Union to notify its employees and reasonably act upon the notice and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for the Credit Union's computer to identify the check. If you give the Credit Union an incorrect, incomplete, or untimely notice, the Credit Union will not be responsible for paying the item before the date stated and the Credit Union may charge your account as of the date the Credit Union pays the item. You may make an oral notice that will lapse within 14 days unless continued in writing, within that time. A written notice will be effective for six months. A written notice may be renewed in writing from time to time. You also agree not to deposit checks, drafts, or other items before they are properly payable. The Credit Union is under no obligation to you to pay a check or draft drawn on your account that is presented more than six months after its date, but may charge your account for payment unless the item is certified or you have placed an effective stop payment.

Stop Payment Orders

Stop Payment Requests

You may ask the Credit Union to stop payment on any check drawn upon your checking account. You may request a stop payment by telephone, by mail, in person, E-mail at info@nordcu.org or through the Internet Home Banking service. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the number of the account, date and number of the check and its exact amount. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the check to the Credit Union, and to assist the Credit Union in legal action taken against the person.

Duration of Order

You may make an oral stop payment request by telephone or an electronic request through the E-mail service that will lapse within 14 calendar days unless continued in writing within that time. A written stop payment order will be effective for six months. A written stop payment order may be renewed in writing from time to time. The Credit Union is not obligated to notify you when a stop payment order expires.

Liability

The Credit Union may charge a fee for each stop payment order requested as set forth on the Schedule of Rates/Fees. You may not stop payment on any certified check or draft, cashier's check or teller's check, or any other check, draft, or payment guaranteed by the Credit Union. You should be aware that while payment of the item may be stopped, you might remain liable to any person, including the Credit Union, who is a holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

The Credit Union, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

Credit Union's Liability for Errors

Credit Union's Liability for Errors. If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union will not be liable if: (a) through no fault of the Credit Union, your account does not contain enough money to make the transaction; (b) circumstances beyond the Credit Union's control prevents the transaction; (c) your loss is caused by your negligence or the negligence of another financial institution; or (d) the money in your account is subject to legal process or other claim. The Credit Union will not be liable for consequential damages except liability for wrongful dishonor. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by the Credit Union. You grant the Credit Union the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Account Agreement. Any conflict between oral representations by you or Credit Union employees and any written form will be resolved by reference to this Agreement and applicable written form.

Credit Union Lien and Security Interest

To the extent you owe the Credit Union money as a borrower, guarantor, endorser or otherwise, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest at the Credit Union, regardless of the source of the funds. The Credit Union may apply these funds in any order to pay off your indebtedness, including any costs or attorney fees incurred by the Credit Union in enforcing its rights. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts to pay any debt or amount owed the Credit Union, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are nonassignable and nontransferable to third parties.

Legal Process

If any legal action, such as a levy, garnishment, or attachment, is brought against your account, the Credit Union may refuse to pay out any money from your account until the dispute is resolved. If the Credit Union incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to the Credit Union's lien and security interest.

Account Information

Account Information. Upon your request, the Credit Union will inform you of the name and address of each credit reporting agency from which the Credit Union obtains a credit report in connection with your account. The Credit Union agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies or court orders; or (d) you give us your written permission.

Notices

Name or Address Change

It is your responsibility to notify the Credit Union upon a change of address or change of name. The Credit Union is required to attempt to communicate with you only at the most recent address you have provided to the Credit Union. The Credit Union will not change addresses by U.S. Postal Service notification of change of address. The Credit Union will require any notice from you to be provided in writing to a branch manager or officer of the Credit Union. If the Credit Union attempts to locate you, the Credit Union may impose a service fee as set forth on the Schedule of Rates/Fees.

Notice of Amendments

Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in account terms, rates, or fees as required by law. If you have elected to receive electronic communication from us, we will notify you electronically as permitted by applicable law. Changes in account ownership such as adding or removing a joint account owner, must be evidenced by a signed Account Card that upon execution, will be incorporated herein by this reference. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

Effect of Notice

Any written notice you give to the Credit Union is effective when it is actually received by the Credit Union. Any written notice the Credit Union gives to you is effective when it is deposited in the U.S. Mail, postage prepaid and addressed to you at your statement mailing address. The Credit Union's notice to any one account owner is considered notice to all owners of the account. You may use the E-mail through our website www.nordcu.org to send messages to us. E-mail may not, however, be used to initiate transactions on your account. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act.

Taxpayer Identification Numbers and Backup Witholding

If your account is or becomes subject to backup withholding, the Credit Union is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends and certain other payments under certain conditions. Your failure to furnish a correct taxpayer identification number (TIN) or meet other applicable requirements may result in backup withholding as well as civil or criminal penalties. If you refuse to provide your TIN, the Credit Union may suspend the opening of your account, or you may request a non-dividend bearing account until a TIN is provided.

Statements

Contents

If the Credit Union provides a statement for your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided you agree that only one statement is necessary for a multiple party account. For checking accounts, you understand that when paid your original check becomes property of the Credit Union and may not be returned to you, but copies will be retained by the Credit Union or a payable through financial institution and made available upon your request. You understand statements and checks are made available to you on the date the statement is mailed to you. Also, you may request that your statement information be provided electronically.

Examination

You are responsible for examining each statement information and reporting any irregularities to the Credit Union. The Credit Union will not be responsible for any forged, altered, unauthorized or unsigned item drawn on your account if (a) you fail to notify the Credit Union within 30 days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (b) any items forged or altered in a manner not detectable by a reasonable person including the unauthorized use of a facsimile signature machine. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

Notice to Credit Union

You agree that the Credit Union's retention of checks or your election to receive electronic statement information does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying the Credit Union of any errors. The statement information will be considered correct for all purposes and the Credit Union will not be liable for any payment made or charge to your account unless you notify the Credit Union in writing within the above time limit after the statement and checks are made available to you.

Dormant and Abandoned Accounts

Dormant and Abandoned Accounts. If you have an account that you have not made a withdrawal from, deposit to, or transfer for more than one year, the Credit Union may classify your account as a dormant account and may charge a dormant account service fee as allowed by applicable law and set forth on the Schedule of Rates/Fees. Thereafter, dividends will be paid on the account unless the balance falls below any minimum balance requirement. The Credit Union will notify you at your last known address prior to imposing any fee as required by law. Checking accounts will continue to incur the monthly maintenance fee, if applicable, until closed by the member or Credit Union. You authorize us to transfer funds from an available share or Money Market account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account and the Credit Union has had no other contact with you for five years as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, the Credit Union has no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Death of Account Owner

You irrevocably waive the right to make a testamentary disposition of any account with the Credit Union, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. The Credit Union may require the survivor or other claimant to the account to produce certain documents before releasing the funds in the account. The Credit Union may continue to honor all transfers, withdrawals, deposits and other transactions on the account until the Credit Union learns of an account owner's death. Once the Credit Union learns of a member's death, the Credit Union may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten days unless the Credit Union receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that the Credit Union can require that anyone who claims funds in your account after your death to indemnify the Credit Union for any losses resulting from honoring that claim.

Termination of Account

The Credit Union may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft protection plan; or (f) if there has been any misrepresentation or any other abuse of any of your accounts. You may terminate your account at any time by notifying the Credit Union by oral direction or in writing. The Credit Union is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if the Credit Union pays a check after termination, you agree to reimburse the Credit Union for payment.

Termination of Membership

You may terminate your membership at the Credit Union after giving written notice of your intent to withdraw from membership. You may be denied services or expelled from membership for any reason allowed by applicable law, including causing a loss to the Credit Union.

Special Account Instructions

You may request the Credit Union to facilitate certain trust, will, or court-ordered account arrangements. However, because the Credit Union does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask the Credit Union to follow instructions that the Credit Union believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, the Credit Union may refuse to follow your instructions or may require you to post a bond to indemnify the Credit Union. Any item presented with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you, or any account owner, such as adding or closing an account or service or adding or removing a joint owner, must be evidenced by a signed Account Card and accepted by the Credit Union. The Credit Union will not recognize the authority of someone to whom you have given power of attorney without written authorization and a copy of the Power of Attorney on record at the Credit Union.

Severability

In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force and effect.

Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. 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 applicable law, to payment by the other party of its reasonable attorney's fees and costs, and any other collection agency costs, if applicable including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

Governing Law

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and

regulations of the State of Washington and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

PRIVACY POLICY

WHAT DOES NORDSTROM FEDERAL CREDIT UNION 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 Nordstrom Federal Credit Union's Privacy Policy.

At Nordstrom Federal Credit Union, we respect the privacy of our members. We recognize the importance of maintaining the confidentiality of your personal financial information. This notice describes the privacy policy and practices followed by Nordstrom Federal Credit Union. This notice explains what types of member information we collect and under what circumstances we may share it.

WHAT?

The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:

- Name, address, Social Security number and income
- Account balances and transaction history
- · Credit history and credit scores

When you are no longer our member, we will not share your information except as permitted or required by law as described in this notice.

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 Nordstrom Federal Credit Union chooses to share; and whether you can limit this sharing.

,,		
Reasons we can share your personal information	Does Nordstrom Federal Credit Union 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	No
For our affiliates' everyday business purposes — information about your transactions and experiences	No	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	No
For nonaffiliates to market to you	No	No
What we do		
How does Nordstrom Federal Credit Union 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	

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. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.

How does Nordstrom Federal Credit Union collect my personal information?

We collect your personal information, for example, when you

- open an account or apply for a loan
- apply for any credit union service
- you visit our website, provide us information on any online application or

	transaction, or information you send to us by email. use your credit or debit card or pay your bills make deposits to or withdrawals from your accounts	
Why can't I limit all sharing?	We also collect your personal information from others, including credit bureaus or other companies. Federal law only gives you the right to limit information sharing as follows: • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you However, we do not have any affiliates with whom we share any information.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. • Nordstrom Federal Credit Union has no affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nordstrom Federal Credit Union does not share with nonaffiliates so they can market to you except for our joint marketing arrangements.	
Joint Marketing	A formal agreement between Nordstrom Federal Credit Union and a nonaffiliated financial company where we jointly market financial products or services to you. Our joint marketing partners include financial services and insurance companies.	

Other important information

Protecting Children's Private Information.

Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents. If you believe your child has provided personally identifiable information to us, please contact us so we can allow you the opportunity to review and delete such information. Please call member services at 1-800-6NORDCU (666-7328).

Privacy Policy Changes.

While we reserve the right to amend this Privacy Policy at anytime, you can always review the current version at www.nordcu.org

Call 206.774.2900, send us an email at info@nordcu.org or write to us at:

Nordstrom Federal Credit Union PO Box 1130 Seattle WA 98111

FUNDS AVAILABILITY POLICY

For share savings accounts, certificates, or IRA accounts, we reserve the right to delay or limit the availability of checks deposited for up to 15 days. We will notify you if we delay the availability of any item(s).

The following funds availability policy applies to your checking or money market accounts:

General Policy

Our policy is to make funds from your deposits available to you on the first business day after the day we

they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays. If you make a deposit before 5:00 p.m. at a Credit Union office on a business day that we are open, we will consider that day to be the day of your deposit. Funds from any deposits (cash or check) made at ATMs we do not own or operate generally will not be available until the third business day after the day of your deposit. In some cases, your funds from these deposits may be available earlier. All ATMs that we own or operate will be identified as our machines. However, if you make a deposit after our cutoff hours or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold

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

Holds On Other Funds

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

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

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

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, 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 \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

ELECTRONIC FUNDS TRANSFERS

By signing the Account Card, signing or using the ATM/Check Card, or completing and transmitting an account authorization for electronic funds transfer services, including Internet Home Banking services, you agree to the following terms governing your and our rights and responsibilities concerning the electronic funds transfer services, as applicable. Terms and conditions set forth elsewhere in this Agreement shall also apply to your electronic funds transfer service. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Speedy Line Audio Response, Internet Home Banking, and Check Card purchase transactions involving your deposit accounts at the Credit Union.

Service

ATM/Check Cards

You may use your Card and Personal Identification Number ("PIN") in automated teller machines as the Credit Union may designate. At the present time, you may use your Card to: \$ Make deposits to your savings or checking account at designated Co-Op Network ATMs. \$ Withdraw cash from your savings or checking account. \$ Transfer funds between your savings and checking accounts. \$ Make account balance inquiries. \$ Other transactions as offered and permitted in the future.

VISA Check Card/Point of Sale (POS)

You may use your Visa Check Card to make purchases of goods and services from participating merchants accepting Visa and Visa Check Cards. Your Card purchases will be deducted from your checking account.

Direct Deposit

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

Speedy Line Audio Response

If we approve the Speedy Line Audio Response for your accounts under the Speedy Line Audio Response, a separate personal identification number (PIN) also known as password, will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may

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use the service to.

- \$ Obtain balance and check clearing information on your accounts at the Credit Union.
- \$ Transfer funds between your savings and checking accounts.
- \$ Obtain loan payment due date and pay off information.
- \$ Make loan payments.
- \$ Other transactions as offered and permitted in the future.

Internet Home Banking

If we approve your application for the Internet Home Banking service, you may use your personal computer to access your accounts. You must use your access code along with your account number to access your accounts. The Internet Home Banking service is accessible seven days a week, 24 hours a day through the Credit Union's website www.nordcu.org. You will need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer. At the present time, you may use the Internet Home Banking service to:

- \$ Obtain balance and transaction information on your accounts at the Credit Union.
- \$ Transfer funds between your savings and checking accounts.
- \$ Make loan payments.
- \$ Make recurring and non-recurring bill payments to third parties designated by you, subject to the transaction limitations herein.
- \$ Other transactions as offered and permitted in the future.
- \$ Communicate with the Credit Union using the electronic mail (E-mail) feature.

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

Preauthorized Transfers

You may make direct transfer withdrawals from your account to a particular person or company with whom you have arranged to make periodic transfers. Transfers will be deducted from your account, subject to available funds.

Service Limitations

ATM / Check Cards

Withdrawals

There is no limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs. However, you may be charged a fee as set forth on the Schedule of Rates/Fees. You may withdraw up to \$300 (if there are sufficient funds in your account) at any authorized ATM or POS terminal, subject to limits placed on each individual ATM (for these purposes, Saturday and Sunday are treated as one day). You understand that owners of nonproprietary ATMs may charge a fee for transactions of those ATMs. This is not a fee imposed by the Credit Union. You will be responsible for any fee charged for using a nonproprietary ATM. Card transactions at any authorized ATM or POS terminal are subject to limits placed on each individual ATM or POS terminal.

Deposits

You may make deposits only at ATMs owned and operated by the Credit Union or select Co-Op Network ATMs. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

Transfers

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

Check Card/POS Purchases

You may make up to 15 Check Card or POS purchase transactions each day. You may make daily purchases up to the available funds in your account. The cash advance limit is \$1,500 per day. Aggregate purchases may not exceed the balance in your checking account, plus the unused portion of your overdraft line of credit (if applicable). The Credit Union reserves the right to refuse any transaction that would draw on insufficient funds, lower an account balance below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. We may set other limits on the amount of any transaction, and you will be notified of those limits. You may not use your Card or Account for any unlawful or illegal transaction. The Credit Union may refuse to authorize any transaction that it believes may be illegal or unlawful.

Speedy Line Audio Response

Your accounts can be accessed under Speedy Line 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. You may make up to five transactions per call. 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 savings accounts. Transfers from a savings account will be limited to six in any one month, in compliance with Regulation D.

No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. . The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

E-mail

The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 4.

Internet Home Banking Service Limitations

The following limitations on Internet Home Banking transactions may apply in using the services listed below:

Transfers

You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings accounts will be limited to a total of six 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. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the

Account 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/Check Card transactions and our Funds Availability Policy.

Bill Payer Transactions

You authorize us to process Bill Payments from your checking account. You may not use the Bill Payer service for tax payments, court-ordered payments, payments to payees outside the U.S., or bills in someone else's name. If you close your checking account, all Bill Payer payments will cease.

The maximum payment amount per transaction is \$25,000.00. You may schedule payments any time. Payments scheduled on a Saturday, Sunday, or holiday may be delayed for up to two business days.

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 complete the Bill Payer request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

Payments will be made electronically via Automated Clearing House ("ACH") or by check, depending on the methods employed by the payee and the bill payment service provider. If the payee accepts electronic bill payment, payments may take up to four business days to process. If a payee does not accept electronic payments, the payment will be sent as a check, and may take up to ten business days to process. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization.

You may cancel or stop payment on periodic bill payments and automatic, recurring 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 periodic or automatic payment you have already scheduled for transmission through Internet Home Banking service, you may electronically edit or cancel your payment request through the Internet Home Banking service. Your cancellation request must be entered and transmitted through the Internet Home Banking service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, not using the Internet Home Banking service, the Credit Union must receive your oral stop payment request at least three business days before the next payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in this Agreement to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within 14 days after the call. If any automatic, recurring bill payment may vary in amount, the company you are going to pay should tell you ten days before each payment when it will be made and how much it will be.

Access And Use of Accounts

Ownership of Card

Any Card or other device that 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.

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.

Security of Access Code

The personal identification number (PIN) or access code you select for any EFT (electronic fund transfer) service is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you authorize anyone to use your PIN, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss we may terminate your EFT and account services immediately.

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 PIN/access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your Account, Card or PIN/access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Check Card purchase transactions, if you notify us of your lost or stolen card, you will not be liable for any losses provided you were not 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, if you tell us within two 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 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, tell us at once. If you do not tell us within 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 Visa Check Card purchase transactions -- up to the limits set forth above and (ii) for all other unauthorized EFT transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call: 800-666-7328 or 206-774-2900 or write:

Nordstrom Federal Credit Union P.O. Box 1130 Seattle, WA 98111 or contact us electronically by sending E-mail messages from the Credit Union's website at: www.nordcu.org.

Business Davs

Our business days and hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Pacific time. Holidays are not included.

Fees and Charges

There are certain charges for electronic fund transfer services as set forth on the Schedule of Rates/Fees. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Visa Credit Card Agreement.

Account Documentation and Communication

Periodic Statements

Transfers and withdrawals transacted through an ATM/Check Card, the Speedy Line Audio Response system, Internet Home Banking, or any preauthorized transfer will be recorded on your periodic statement. You will receive a statement monthly, by mail or electronically, if you have requested an electronic statement, unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement information be provided electronically.

Terminal Receipt

You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM/Check Card.

E-mai

You may contact the Credit Union through E-mail from the Credit Union's website at: www.nordcu.org. However, the Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. You may place a stop payment order through E-mail; however, we will require that you provide a written confirmation of the stop payment information within 14 days of your request. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call or write to the Credit Union at the telephone number set forth in this Agreement.

Account Information Disclosure

We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as set forth in this agreement. 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 written permission.

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 account 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, your
 account is dormant, your account is closed, or the transfer would go over the limit on your line of credit.
- b. If you used the wrong security code or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions or if the Card has expired or is damaged and cannot be used.
- c. If the 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.
- d. If your computer fails or malfunctions or the phone lines or Credit Union computer were not properly working and such problem should have been apparent when you attempted such transaction.
- e. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- f. If the funds in your account are subject to an administrative hold, legal process or other claim.
- g. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- h. If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by Credit Union.
- j. If the accounts to which you request a bill payment transfer to be made have been closed or the vendor will not accept such payments.
- k. If you have bill payment services, the Credit Union can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. The Credit Union is not responsible for investigating such errors.
- I. If the error was caused by a system of any of the designated ATM or POS networks, or the Bill Paying processor.
- m. If there are other exceptions as established by the Credit Union.
- The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

Preauthorized Electronic Fund Transfers

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, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or through Internet Home Banking service or by telephone or in writing at the address set forth in Section 4, any time up to three business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do require the written confirmation, the oral stop payment order shall

cease to be binding 14 days after it has been made.

Notice of Varying Amounts

If these regular payments may vary in amount, the company you are going to pay will tell you, ten days before each payment when it will be made and how much it will be.

Liability for Failure to Stop Payment of Preauthorized Transfers

If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services, if you, or any authorized user of your electronic funds transfer services or access code breach this or any other agreement with us, if we have reason to believe that there has been an unauthorized use of your Card or access code, or if your membership in the Credit Union is terminated for any reason. 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

Notices

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

Billing Errors

In case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth in this Agreement as soon as you can. We must hear from you no later than 60 days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 within ten business days.

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

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

ATM/Night Deposit Safety Notice

The following information is a list of safety precautions regarding the use of Automated Teller Machine 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 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/Check Card or deposit envelope and leave. If you are followed after making a transaction, go to the nearest public area where people are located.
- f. Do not write your personal identification number or code on your ATM/Check Card.
- q. Report all crimes to law enforcement officials immediately.

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