



ELECTRONIC BANKING AND ELECTRONIC SERVICES AGREEMENT

These Agreements are between America's Credit Union, a Federal Credit Union referred to as, ACU, we, us, our or Credit Union, and each participating member of ACU's Electronic Banking and Service Agreements, together with any person who is authorized by a member to use or access any of these services, referred together as you, your or yours. Please read these Agreements carefully before accessing or using these services. By accessing or using these services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use these services. Any deposit account, loan or other banking product accessed through an electronic Internet based service is subject to these Agreements.

Governing Law. This agreement, including the validity of any signatures or consents, any claim, or disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Washington.

1. Online Security

Security Overview. Using the Online Banking login on the www.youracu.org pages is safe, since your account number/username and password are transmitted via secure session that is established between your browser and our systems. Your information is encrypted using 128-bit encryption algorithm and sent to our systems for authentication into Online Banking. Please note ACU never transmits your information without it first being encrypted. You acknowledge the Internet is inherently insecure and all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. Requests for personal information should only be sent to us through the Message Board in your Online Banking account. We cannot and do not warrant data transfers utilizing the open Internet.

Encryption. We require the use of a secure browser to access your account online. Your browser must be equipped with SSL (Secure Socket Layer) with 128-bit or higher encryption to communicate with our servers.

Network Security and Monitoring. We use many layers of security to provide added protection, rather than a single layer such as a firewall. This places multiple barriers between the outside world and our business-critical information resources. We do use firewalls; but we also use our routers and intrusion detection systems to protect ACU's Online Banking and other networks from unauthorized traffic. All network activity accessing our business-critical systems is logged, monitored and audited continuously.

Virus Protection. We are not responsible for any electronic virus or viruses that you may encounter. ACU recommends that you routinely scan your PC using a reliable virus protection software product to detect and remove any viruses found. An undetected or unrepaired virus may corrupt and/or destroy your programs, files and even your hardware. ACU uses several layers of virus detection software that scans our network to detect any virus activity to include our e-mail servers.

2. Electronic Services

Equipment and Software Requirements. To receive electronic records and to access our Online Banking services, you need a computer or other connection device with Internet access and web browser (such as Microsoft Internet Explorer, Netscape Navigator, Safari and Firefox or an equivalent). Use and access to our Online Banking services requires the use of a browser that supports 128 bit encryption, Java and cookies enabled. You are responsible for the set-up and maintenance of your home computer or other connection device and Internet Service Provider, which supports the encryption requirements of our Online Banking systems. Contact us to see if your equipment is compatible.

Electronic Signature. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate

your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and ACU.

Electronic Records. By requesting any electronic funds transfer, Online Banking, other electronic services or transactions, by submitting any application or agreement to us electronically, or by e-mailing us, you represent that you have such equipment and software and that you can download, access, read, review, print, and store the electronic records we provide to you.

To facilitate electronic commerce, to reduce the expense of records storage, and to obtain the benefits of faster access to records, you acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. You further acknowledge and understand that we will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

Account Ownership and Use/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Online Banking and/or Mobile Banking. You agree to be bound by the terms and conditions of ACU's Membership and Account Agreement, which was provided to you upon your application for membership. You represent and agree that all information you provide to us in connection with Online Banking and/or Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Online Banking and/or Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You agree to use Online Banking and/or Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1.866.968.7128 or 253.964.3113.

Confidentiality of Passwords. By requesting access to ACU's Internet Online Banking and/or Mobile Banking Program you agree to keep your Password and Personal Challenge Questions private, secure, and your Password selection unique and not easily guessed or obtained by others. ACU recommends for security reasons that your Password be a combination of numbers, letters and symbols and that you change your Password every 180 days. You also agree not to disclose or record the Password or Personal Challenge Questions in any manner or on any media, whether in writing or otherwise, including without limitation in electronic form, or on voice mail or e-mail. **If you share or disclose your user name and password, all transactions performed in connection with the services are legally binding on the account holder and ACU will not be responsible for any losses that may result. If you suspect or become aware that there has been misuse or unauthorized use or knowledge of your user name and password, you agree to immediately change the password and notify ACU as soon as possible at 1.866.968.7128 (toll free) or 253.964.3113 (local).** ACU does not have access to your Password or Personal Challenge Questions. If you need to reset your Password or Personal Challenge Questions, call 1.866.968.7128 or 253.964.3113.

3. Online Banking

The website address for Online Banking is www.youracu.org. You are responsible for the installation, maintenance and operation of your computer and modem and or other connection device. ACU will not be responsible for any errors or failures involving any telephone or other Internet service, or your computer or other connection device. You will be required to set a User Name, Password and Challenge Questions when first enrolling in Online Banking. The Online Banking service is accessible seven (7) days a week, twenty-four (24) hours a day with your enrollment in Online Banking. However, the system may be temporarily unavailable from time to time for maintenance. ACU will not be responsible for any errors or failures involving any telephone or other Internet service, Mobile device, computer or other connection device.

Types of Transactions. You may use the Online Banking service to access your accounts with your user name and password to obtain account information related to any of your savings and loan accounts. Obtain information such as current balance, loan payoffs, payroll deposits, automatic withdrawals, savings history, and checking history to include view and print checks that have cleared. Make transfers to or from your savings and checking. Request advances on your personal or home equity line of credit loans, deposit the proceeds in any of your accounts or have the proceeds mailed directly to you, the primary owner, at the

mailing address listed for your account. Withdraw funds from savings, checking and line of credit accounts by check made payable to you, the primary owner, and mailed to you at your mailing address. Make loan payments from any savings or checking account to any loan account of yours. You may also communicate with us through the Message Board, obtain copies of statements, reorder personal checks, and apply for loans.

Restrictions and Limitations on Transactions. Transactions in Online Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Disclosure, Funds Availability Policy, Account Rate and Fee Disclosures, this Agreement and your loan agreements. Transfers and withdrawals cannot be made from Certificate, IRA and HSA deposit accounts. Withdrawals cannot be made from Performance Saver, Smart Club and Christmas Club accounts. We reserve the right to deny transfers between certain types of accounts under certain circumstances. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a Savings or Money Market account to other accounts to six (6) per month. Transfers and withdrawals made through Online Banking count toward this total. ACU reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, or lower an account below a required balance. If we process the transfer and you do not have Overdraft Protection you agree to pay any overdraft amount plus applicable fees. All checks requested through Online Banking are payable to you, the primary member, and will be mailed to your mailing address of record on your account.

4. Mobile Banking

Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Online Banking/Mobile Banking services, you must be enrolled by ACU prior to first access.

Description of Services. Mobile Banking is a personal financial account management service that allows you to view balances and recent account activity, and conduct certain transactions using compatible and supported mobile phones and/or other compatible and supported wireless devices.

Wireless Carrier Accessibility. Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. ACU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Consult your wireless plan or provider for details.

Phone Number Provided to Us. You hereby confirm, declare and acknowledge the phone number(s) provided to us is/are owned by you, and unless otherwise expressed to us in writing or through the Internet or our facilities, any communication from and to the said phone(s) is and shall be with your knowledge and control. You agree to inform us immediately upon any change in the phone number(s), loss of the phone(s), the phone being outside your control and/or any other change that may affect the provision of the Mobile Banking Service to you.

Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

Transaction Limitations. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

Use of Service. In order to properly use Mobile Banking you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. We make

no representation that any content or use of Mobile Banking is available for use in locations outside the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

Changes or Cancellation. You may cancel your participation in Mobile Banking by calling us at 1.866.968.7128 or 253.964.3113. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking Services. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

5. Mobile Deposit

The Mobile Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning original checks and delivering the images and associated deposit information to ACU or our designated processor with your Mobile Device. ACU is not responsible for any third party software you may need to use Mobile Deposit Services, including costs and expenses related to mobile devices, data plans and text charges. You must be enrolled in Online Banking and Mobile Banking Services and have agreed to the Mobile Deposit User Agreement to use the Mobile Deposit Service.

6. Send Money

You can Send Money to third parties from your ACU saving or checking accounts by using your ACU Mobile Banking account processed through PayPal, a payment service provider. An email address or mobile phone number is required for the recipient. You as the sender are not required to have a PayPal account but your recipient must have or establish a PayPal account. Your recipient is notified right away of your money transfer; they then can transfer the money to another financial account, which can take up to 3 days. Your recipient has 30 days to claim the money. In the event your recipient does not claim the money within 30 days, the money is returned to your ACU account.

Restrictions and Limitations. All deposit accounts are eligible except Share Deposit Certificates, Performance Saver Accounts, Club Savings Accounts and tax deferred accounts (IRAs and HSAs, etc.). Loan advances or transfers are not eligible. Federal Reserve Board Regulation D limits the number of electronic transfers or withdrawals that may be made from a savings or money market account to other accounts to 6 per month, which includes this service. Applicable fees are disclosed at the time of transaction and on the Deposit Rate & Fee Schedule. Fees are nonrefundable. There is no minimum money amount you can send but a fee is charged for each transaction. Maximum money amounts you can send are:

Maximum money amount per day for first time recipients	\$ 50
Maximum money amount per transaction	\$ 500
Maximum money amount per day	\$ 500
Maximum money amount per month	\$ 2,000

To Send Money your ACU account must have been open for at least 30 days and be in good standing. You agree to comply with all applicable laws and not to use this service for illegal purposes.

ACU is not responsible for money transfers made by you in error. You can cancel the transaction through PayPal if the recipient has not collected the money. In the event the money was collected by the recipient you will have 45 days from the initial transfer date to report the error to us. Contact ACU by calling 1.866.968.7128 or 253.964.3113. You will need to complete dispute forms in writing, and then ACU will file the dispute forms with PayPal on your behalf. PayPal contacts the recipient, who has 20 days to respond. If the recipient does not respond the money is returned to your account.

7. Online Bill Payment

The Online Bill Payment service allows you to access your account to pay most bills through Online Banking and/or Mobile Banking. You authorize us to process Online Bill Payments from your designated account(s). You may use the Online Bill Payment service to initiate two (2) different types of payment transactions: 1. "Single payments" Use one-time payments to make a single payment or payments that vary from payment to payment for an individual or business. One-time payments may be deleted or edited through the Online Bill Payment service prior to processing. 2. "Recurring" Use recurring payments to schedule fixed recurring payments (e.g., mortgage payment, car payment, etc.). You may designate the start and end dates for payments. Recurring payments may be deleted or edited through the Online Bill Payment service prior to processing.

Restrictions and Limitations on Transactions. The minimum dollar limit on any one-bill payment is \$1. The maximum dollar limit on any one bill payment is \$9,999 or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Online Bill Payments to tax entities, collection agencies, court-order payments, such as alimony, child support, speeding tickets, etc., non-US payees and Terrorists are not allowed. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in this Agreement and the current Deposit Rate & Fee Schedule.

Payee. A payee is an individual or business to whom you want to make a payment, you may have up to 250 payees. There is no limit to the number of payments you may schedule. Payees must be located in the United States, Guam, US Virgin Islands or Puerto Rico. When you transmit an Online Bill Payment instruction to us, you authorize us to transfer funds to make the Online Bill Payment transaction from your account. We will process bill payment requests only to those payees that you have provided within the Online Bill Payment service.

Processing Payments. The amount of your requested bill payment will be deducted from your account on the Processing Date and will be processed by us on that date or the next business day should the processing date fall on a Saturday, Sunday or Credit Union observed holiday. Therefore, you must have sufficient funds available to cover your payments on the Sent On Date in order to have your payment made by your specified Delivery Date.

Online bill payments are delivered to the payee either electronically, which may take up to two (2) business days from the Processing Date, or by check to those payees not set up to accept electronic payments, which may take up to five (5) business days from the Processing Date. It is your responsibility to schedule your online bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your online bill payment instructions at least five (5) business days before a bill is due. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. We will not automatically resubmit a payment.

ACU will not process any Online Bill Payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Online Bill Payment request, we may (at our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. ACU reserves the right to refuse to process payment instructions that reasonably appear to ACU to be fraudulent or erroneous.

Stop Payment of Online Bill Payments. You may cancel or stop payment on One-time and Recurring bill payments under certain circumstances (prior to check clearance) by following the instructions provided. If you discover an error or want to change an amount for a bill payment that has already processed through the Online Bill Payment Service, you will need to contact ACU to stop your payment request prior to the check clearing. Your cancellation request must be made during ACU's business hours, excluding holidays. If the bill payment request has not processed you may edit or delete the payment in the Bill Payment Service. Stop payments cannot be made on electronic items; they must be deleted in the Bill Payment Service prior to processing. ACU may require you to confirm your stop payment request in writing within fourteen (14) days of the call.

Stop Payment Fees. Fees may apply for each stop payment item—refer to the Deposit Rate & Fee Schedule for fee amount.

8. Electronic Wallet Service

The Service includes debit and credit cards issued by ACU which bear the Visa® logo. ACU prepaid debit cards are not eligible for the Service. An Electronic Wallet Service provides users the ability to maintain a digital version of debit and credit cards and pay with a smart phone in stores accepting contactless payments and in apps offering an Electronic Wallet Service as a payment method. ACU debit and credit cards may be added to an Electronic Wallet Service. The availability and functionality of Service, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are partially provided by third parties. These factors are not fault free. ACU does not warrant or guarantee that the Service will operate without disruption, errors or interruptions, or that it will be accessible or available at all times. You are responsible for any fees charged by your telecommunications provider, payment instrument, merchant, or any other third party in connection with your use of the Service. Reference: ACU Debit and Credit Cards in Electronic Wallet Description of Program Terms of Service for more information.

9. Electronic Delivery Services Program

You can elect to receive any one or more of the following types of statements electronically:

- **Account Statement.** Includes all activity for savings accounts, checking accounts, club accounts, certificates of deposit, money market accounts, IRA accounts, HSA accounts, and loans. When retrieving your E-Statement, click on the "Disclosure" tab to receive your periodic notice of billing error rights under federal regulations E and Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the "Offers/Rates" tab. You may also view and print your cancelled checks by clicking the "View Checks" tab.
- **Visa Account Statement.** Includes all activity for your Visa account. When retrieving your E-Visa Account Statement, click on the "Disclosure" tab to receive your periodic notice of billing error rights under federal regulation Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the "Offers/Rates" tab.
- **Home Equity Visa Statement.** Includes all activity for your Home Equity Visa account. When retrieving your E-Visa Account Statement, click on the "Disclosure" tab to receive your periodic notice of billing error rights under federal regulation Z. To view the most recent Discovery Newsletter and/or statement stuffers, which may contain important legal notices, click on the "Offers/Rates" tab.
- **IRS Statements.** Includes forms 1098, 1099-INT, 1099-C, 1099-Q, 1099-R, 1099-SA, 5498, 5498-ESA and 5498-SA. To retrieve your E-Tax Statement click on the "eTax" tab.
- **Notices.** Includes late payment notices, returned item notices, change in terms notices, annual disclosures and other disclosures and notices that ACU may provide from time to time. To view your E-Notices click on the "eNotices" tab.

Procedures for Updating Your eMail Address. Your e-mail address is required to participate in ACU's Electronic Delivery Service Program. We will send you an e-mail notification at your last email address of record when your electronic Statement or documents are available. You must notify us as listed below if you have changes to your e-mail address or if you are unable to access your Online Banking account.

Accessing the Electronic Delivery Service Program and Availability. To access ACU's Electronic Delivery Service Program you must have an established Username and Password for Online Banking. To view your electronic Statements or documents click on "ESTATEMENTS" on your Online Banking summary page. To change your Electronic Delivery Service elections click on "Preferences" below "ESTATEMENTS." We recommend that you sign in to your ACU Online Banking account and review your electronic Statements or documents as soon as possible and further recommend that you print or save a copy for your records. Your electronic Tax Statements, Account Statements, Visa Statement and Home Equity Visa Statement will be available for viewing and printing for 18 months. Electronic Notices will be available for at least 90 days.

Equipment and Software Requirements For viewing, reading or downloading your electronic Statements and Notices you will need Adobe or Acrobat Reader and a printer connected to your computer or access device to print a copy. By electing to participate in ACU's Electronic Delivery Program, you represent that you have such equipment and software and that you can download, access, read, review, print and store the electronic Statements and documents ACU provides to you.

Consent to Receive Electronic Delivery Services. If you do not consent to receive Tax Statements, Account and Visa Statements, or Notices electronically, a paper copy will be provided. Your affirmative consent will apply to tax statements furnished every year after consent is given until your consent is withdrawn. Accessing your electronic Tax Statements, Visa Statements, Account Statements or Notices confirms your agreement to be bound by all disclosures and agreements and acknowledges your receipt and understanding of this agreement. Print or save a copy of this disclosure for your records.

Your Rights to Receive Paper Statements and/or Notice Copies and to Withdraw Consent. You have a right to receive paper copies of any electronic records if applicable laws specifically require ACU to provide such documentation. To request a paper copy of your electronic Tax Statements, Account and Visa Statements, or Notice, or to withdraw your consent by mail, write to, America's Credit Union, PO Box

5060, DuPont, WA 98327 or in person at any ACU branch, or by calling an ACU Member Contact Center Representative at 253.964.3113 or 1.866.968.7128. You can electronically withdraw your consent through your Online Banking account, by clicking on "Preferences" below "ESTATEMENTS" at the top of your Online Banking summary page, or request a paper copy through the Online Banking Message Board. A fee to provide paper copies of statements or electronic records may be imposed as set forth in our Rate and Fee Schedule.

Electronic Agreement & Security. You consent that ACU may communicate with you electronically as necessary. You further consent that ACU may provide to you electronically periodic Account Statements, Tax Statements, Visa Statements, Home Equity Statements and Notices as you elected in your ACU Online Banking account. Your selections will become effective immediately and you will no longer receive paper documents, as selected, in the U.S. Mail. ACU reserves the right to send any or all electronic records or statements to you in paper form to your current mailing address.

10. E-Alerts

You may elect to receive E-Alerts through your ACU Online Banking account. E-Alerts are e-mails sent to you to notify you of certain transactions or events happening on your account. Each E-Alert can be sent to multiple e-mail or cellular phone addresses within minutes of the actual transaction. The e-Alert program is free with Online Banking enrollment. Through Online Banking you select from a list of E-Alerts you want delivered to you by e-mail and or your cellular phone. You must know the e-mail address of your cellular phone, however depending on the rate plan with your cellular phone service provider you may incur standard text messaging or data charges. Due to message length, you may receive an abbreviated version of a "Moderate" or "Specific" [detail level](#) e-Alert when sent to a cellular phone. You can change or cancel your E-Alerts anytime through your ACU Online Banking account.