

ACU ELECTRONIC SERVICES AGREEMENT

This Electronic Services Agreement covers your and our rights and responsibilities concerning your Online and Mobile: Banking, Online Bill Pay, Remote Deposit Capture (“Mobile Deposit”) and eStatement services (collectively “Electronic Services”) offered to you by America’s Credit Union, a Federal Credit Union (ACU). By signing an Account Card or using any Electronic service, you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through any channel involving your accounts at the Credit Union, excluding Mobile Deposit transactions. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement. In this Agreement, the words “you” and “yours” mean the account holder and any authorized users. The words “we,” “us,” and “our” mean America’s Credit Union, a Federal Credit Union (ACU).

1. ONLINE & MOBILE BANKING SERVICES.

- a. **Service Access.** Your computer or mobile device is used to access your accounts. You must use your member number along with your social security number to register for the service. You will then need your username and password to access your accounts. The Online Banking service is generally accessible twenty-four (24) hours a day, seven (7)-days a week. However, availability of the services may be suspended for brief periods of time for purposes of system maintenance. You will need a computer or mobile device and a web browser. The link to the Credit Union’s Online Banking service can be found at www.youracu.com. You are responsible for the installation, maintenance, and operation of your computer, mobile device and internet connection. The Credit Union will not be responsible for any errors or failures involving any internet connection or your computer or mobile device.
- b. **Transactions.** At the present time, you may use the Online and Mobile Banking services to:
 - Transfer funds from your savings, checking, and money market accounts to a loan account.
 - Transfer funds from a line of credit account to your savings, checking, or money market account.
 - Transfer funds to another ACU member’s account.
 - Transfer funds to and from an external account (outside ACU)
 - Review account balance, transaction history, and tax information for any of your deposit accounts.
 - Create Sub users
 - Review information on your loan account including payment amounts, due dates, interest charges, and balance and payoff information.
 - Make bill payments from your checking accounts using the Bill Pay service.
 - View and download account and tax statements.
 - Create Alerts
 - Communicate with the Credit Union using secure messaging.

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

c. Service Limitations.

Transfers. You may make funds transfers to your other accounts as often as you like. However, you are limited to a total of six electronic transfers from your savings or money market accounts 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 the Credit Union to increase its required reserve on the account.

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 any ATM deposit, Mobile Deposits, and the Credit Union's funds availability policy.

Use of Mobile Banking Services. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions provided. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

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

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

information. You agree to keep your account information up to date and accurate.

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

2. BILL PAY SERVICES.

a. **Service Access.** You may access the Bill Pay service through the Online and Mobile Banking services set forth above. The Bill Pay service allows you to pay bills from a designated account to payees that you designate subject to the requirements set forth below. When you use the Bill Pay service, you must designate your America's Credit Union checking account as the account from which authorized payments will be deducted. You will be given the ability to set up merchants, institutions, or individuals you would like to pay. The Credit Union reserves the right to not allow the designation of a particular merchant or institution. The Credit Union has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Credit Union. You or any authorized account signers may use your Bill Pay service, Online Banking or Mobile Banking service to perform the following transactions:

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

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

- "One Time" payments are payments that are not recurring. The payments can be canceled or changed through Bill Pay up until 2:45pm PST before your scheduled debit date.
- "Recurring" payments are payments that are recurring on a fixed due date and at a fixed amount. You have an option in the Bill Pay system to set automatic payments to continue indefinitely or until a set maturity date. The payment can be canceled or changed through Bill Pay up until 2:45pm PST before the scheduled debit date.

- c. Authorized Payments.** When you transmit a bill payment instruction to the Credit Union, you authorize the Credit Union to transfer funds to make the bill payment transaction from your designated checking account. The Credit Union will process bill payment transfer requests only to those payees the Credit Union has designated in its user instructions and such payees as you authorize and for whom the Credit Union has the proper payee account number. The Credit Union will not process any bill payment transfer if it knows the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to make the bill payment request, the Credit Union may refuse to make the payment, make the payment and transfer funds from any overdraft protection account you have established, or make the payment and thereby overdraw the payment account. In any event that you have insufficient funds in your payment account to make the bill payment request, you are responsible for any nonsufficient funds ("NSF"), or overdraft charges the Credit Union may impose. You are also responsible for any NSF charges, finance charges, and/or late fees imposed by the bill payment provider and/or the merchant(s) you intended to pay with your bill payment account. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.
- d. Processing Payments.** The amount of your requested bill payments will be deducted from your account on the scheduled debit date unless it is paid by a check, then the check will clear your account after the payee processes it. You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the scheduled initiation date. There is a dollar limit of \$25,000 per payment with a monthly limit of \$150,000, for new accounts there is a dollar limit of \$10,000 per payment with a monthly limit of \$30,000 (or your available balance) on any payment.

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

- e. Prohibited Payees.** We will not process payments on your behalf to payees meeting any of the following criteria:
- designated by the Office of Foreign Asset Control as being a prohibited payee
 - having an address outside of the United States (except for APO)
 - court-ordered payments such as alimony, child support, speeding tickets, etc.
 - tax entities
 - collection agencies

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

- f. Canceling or Changing Bill Payments.** You may cancel or stop payment on future and recurring bill payment instructions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a bill payment you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation request must be entered and transmitted through the Bill Pay service before the date you have scheduled for payment. If your request is not entered in a timely manner, you will be responsible for the payment.
- g. Stop Payments.** The Credit Union's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Credit Union may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact the Credit Union at 866-968-7128. Although the Credit Union will make every effort to accommodate your request, the Credit Union will have no liability for failing to do so. The Credit Union may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.

3. MOBILE DEPOSIT SERVICES.

- a. Mobile Deposit Service Access.** Mobile Deposit service allows you to use your mobile device camera in conjunction with our Mobile Banking to deposit digital images of checks. Such deposits are subject to verification and some or the entire amount deposited may not be available for immediate withdrawal. Daily deposit limits and other restrictions shall apply. All members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your accounts. You agree to any such charges. For any remote deposit of any item, you will be responsible for preventing the transmission of another image of that item or the presentation of the item by any other means. You agree to securely retain the item remotely deposited for sixty (60) days after it has been credited to your account. After sixty (60) days, you may destroy such item or otherwise void it or render it incapable for transmission or presentation.
- b. Member Eligibility.** Members with Savings, Checking, or Money Market accounts in good standing and opened for over **30 days** are eligible to use Mobile Deposit. Failure to abide by the terms of this Agreement may void your eligibility at our sole discretion. You will become ineligible to use Mobile Deposit if any of the following apply:
- your account has been negative for more than thirty (30) days,
 - you have had multiple returns due to duplicate deposits of checks,
 - physical mail or email from the Credit Union has been returned undeliverable,
 - your account is dormant,
 - the Credit Union has revoked or suspended your access to courtesy pay due to past performance,
 - Foreclosure in Process
 - Bankruptcy in Process
 - Repo in Process

- your loan or credit card account is delinquent more than thirty (30) days, or
- you are subject to backup withholding.

The Credit Union may revoke access to Mobile Deposit immediately and at any time, without prior notice to you.

c. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits you may perform using Mobile Deposit, and to modify those limits at our discretion without prior notice to you.

- Consumer -The Per Check Limit uses = \$10,000
- Consumer -The Daily Aggregate Limit uses = \$25,000
- Consumer -The Daily Credit Limit uses = \$25,000
- Business Account -The Per Check Limit uses = \$50,000
- Business Account The Daily Aggregate Limit uses = \$100,000
- Business Account The Daily Credit Limit uses = \$100,000

d. Eligible Checks. You agree to only deposit checks. For purposes of this agreement, a “check” means a negotiable demand draft that is drawn on, or payable through, or at, a United States bank or creditunion.

e. Ineligible Checks. You agree that you will not use Mobile Deposit to deposit checks which:

- are payable or negotiated to a person(s) or entity other than you.
- contain obvious alterations to any of the fields on the front of the check, or which you know or suspect, or should
- have known or suspected, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- are dated in the future (postdated).
- are dated more than six (6) months prior to the date of deposit (stale dated).
- are payable to more than one party unless being deposited into an account owned by all payees.
- are drawn on a financial institution located outside of the United States.
- are not payable in US currency.
- are identified as non-negotiable.
- have been previously deposited.
- have been previously returned, such as for non-sufficient funds (NSF) or as Refer to Maker.

f. Image Quality. You are solely responsible for the quality, completeness, accuracy, validity, and integrity of any check images submitted for deposit using Mobile Deposit. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible check images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable check images to us.

g. Responsibility for Endorsement. For all mobile check deposits, you must endorse the original papercheck with your name and providing: **“FOR ACU MOBILE DEPOSIT ONLY”**. If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

h. Receipt of Deposit. A check is considered received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Once a deposit is reviewed and approved you will receive a deposit approval notification. We reserve the right to reject any check transmitted through Mobile Deposit at our discretion. The Credit Union will bear no liability for any such rejection. We are not liable for any items we do not receive or for images that are not transmitted completely.

i. Funds Availability. Holds on deposited items are set forth in the Credit Union’s Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Deposit service are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the imaging and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or item does not contain errors or that funds will be available.

j. Returned Deposited Items. Any credit to your account for checks deposited using Mobile Deposit is provisional. For any check(s) that you transmit to us through Mobile Deposit that we credit to your account, in the event that the check(s) is dishonored, you authorize us to debit the amount of the check(s) from your account, plus any applicable fees as stated on our Fee Schedule. You will reimburse us for all loss, cost, damage or expense caused by or related to the processing of the returned check(s). We will notify you by email of the return and will mail you substitute copies of the returned check(s). If the check(s) deposited are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent, or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you but that we may charge back the amount of the check, plus fees as stated on our Fee Schedule, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been previously returned to you. We may debit any of your accounts to obtain payment for any check that has been rejected or returned, for any adjustments related to such check or for any warranty claim related to such check, whether or not the rejection, return, adjustment or warranty claim was made timely.

k. Errors. Any deposits made using Mobile Deposit will be reflected on your monthly periodic statement. You understand and agree that you are responsible for notifying us immediately of any suspected error relating to check images transmitted by Mobile Deposit by no later than sixty (60) days after the date of the periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within the specified timeframe.

I. Indemnity to Credit Union and Service Providers. You agree to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners.

m. Representations and Warranties. You represent and warrant: (a) that you will comply with all federal and state laws, and rules and regulations applicable to Deposit transactions, including those of the National Automated Clearing House for ACH transactions; (b) that all checks scanned or photographed are made payable to you; (c) that all signatures on each check are authentic and authorized; and (d) that each check has not been altered. In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

4. ESTATEMENT SERVICE TERMS AND CONDITIONS.

- a. Description of Service.** You can elect to view your periodic statements online via eStatements accessed through Online Banking. By electing to receive eStatements, you will stop receiving paper statements by mail.
- b. Right to Receive Paper Statements.** Once you enroll in this voluntary service, a paper statement will no longer be sent to you. Although you have elected electronic delivery, you do have a right to receive a paper copy of your periodic statement(s). To request a copy of your periodic statement(s), telephone us at 253-964-3113 or toll free at 866-968-7128 or write to: America's Credit Union, PO Box 5060, DuPont, WA 98327. A statement copy fee may apply as stated in the Credit Union's Fee Schedule.
- c. Notification of Statement Availability.** Your email address is required to participate in the eStatement service. We will send you an email notification at your last email address of record when your online statement(s) becomes available. We recommend that you review your statement(s) as soon as possible and further recommend that you print or save a copy for your records. It is your responsibility to examine each eStatement and report any irregularities or disputes within 60 days of notification of statement availability. Your online statements will remain accessible in Online Banking at least twelve (12) months. You agree to accept responsibility for notifying us if your email address changes. If we send you an email notification and it is returned to us as undeliverable the Credit Union is under no obligation to attempt any redelivery of the email. If you do not provide us with an updated email address, you may continue to access your eStatements through Online Banking. However, we reserve the right to terminate your eStatement service.
- d. System Requirements.** It is your responsibility to maintain the proper equipment/software required to view, print, and save eStatements. At a minimum, you must have and maintain a

personal computer, access to the Internet, a web browser (such as Firefox® or Internet Explorer®), and Adobe Acrobat Reader 6.0.

- e. **Your Right to Withdraw Consent.** You have the right to withdraw your consent to receive your statements in electronic form at any time by contacting the Credit Union. If you elect to withdraw your consent, there is currently no cost to you and your participation in the service will be terminated. If you receive your statement electronically and you request a paper copy you may be charged a fee per the current Fee Schedule for each paper statement provided.

5. ALERTS.

You can elect to receive Alerts through the Online Banking service. Alerts are emails or text messages sent to you to notify you of certain transactions or events happening on your account. Each Alert can be sent via email and/or text message. Depending on the rate plan with your mobile phone service provider you may incur standard text messaging charges. You can change or cancel an Alert anytime through Online Banking. It is your responsibility to ensure that your email address or mobile phone number is correct in the Online Banking system. Should you decide to change your email address, mobile phone number, or mobile provider, it is your responsibility to make the necessary changes by clicking on the Alerts 'Settings' link. Due to various issues that can arise throughout the Internet (ISP outages, incorrectly set up email accounts, spam filters, etc.), the Credit Union does not guarantee the delivery of your Alerts. Do not reply directly to the Alert notifications that you receive. If you have questions pertaining to a specific Alert you have received, you can send us a secure message through Online Banking or call a Contact Center Representative at the number listed at the end of this Agreement.

6. ELECTRONIC SERVICES SECURITY.

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

- a. **Security of Password/Access Code.** Any password or access code ("Password") that you select is for your security purposes. The Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the Online Banking or Mobile Banking service to review all your account information and make account transactions. Also, you are responsible for all bill payments, transfers, or other transactions you authorize using Online or Mobile Banking. If you permit other persons to use your personal computer, Mobile Device and Password or any other means to access Online and Mobile Banking and Bill Pay services, you are fully responsible for any transactions they authorize. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your access device or Password will have the same effect as your signature authorizing transactions. For anyone you authorize to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union in writing and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us in writing that transactions and access by that person are no longer authorized, and your PIN is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- b. **Joint Accounts.** All account holders including the Primary and Joint, will create their own User ID and passwords for Online and Mobile Banking.
- c. **Illegal Use or Internet Gambling.** You may not use the Online or Mobile Banking services for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of a Service are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. We have restricted all online gambling transactions by use of an electronic funds transfer service.

7. MEMBER LIABILITY.

- a. **Authorized Transactions.** You are solely responsible for all transfers you authorize using any Electronic Service under this Agreement. If you permit other persons to use any Electronic service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by an owner, agent representative or anyone you authorize to transact on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transactions for which you remain fully responsible. You are responsible for safeguarding your financial and personal data, passwords, and other information to prevent unauthorized access to or use of your accounts or services.
- b. **Notification to Credit Union.** Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. If you believe your Account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call: 253.964.3113, or toll free 866.968.7128 during business hours; contact us electronically by sending us a secure message through the Online Banking service; email: ebranch@youracu.org; or write: America's Credit Union, PO Box 5060, DuPont, WA 98327.
- c. **Business Accounts.** For business accounts, you understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the

time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

- d. Consumer Accounts.** If you tell us of the unauthorized use of your account through an EFT electronic service within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT Electronic service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows EFT transfers that you did not make including made by a PIN or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable up to the full amount of the loss if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

8. BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

9. FEES AND CHARGES.

There are no Credit Union charges for the Electronic Services except as set forth in this Agreement and the Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable fees.

10. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.

- a. Periodic Statements.** Transfers, withdrawals, and payments transacted through a Electronic service will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly 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 be provided electronically.
- b. Online and Mobile Banking Services.** Transaction history is also available through the Online and Mobile Banking services.

11. ACCOUNT INFORMATION DISCLOSURE.

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at www.youracu.org. However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third-party merchant.

- To comply with government agency or court orders.
- If you give us your express permission.

12. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error, and in no case will we be liable for any indirect, special, or incidental damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, the transfer would go over the credit limit on your line of credit, if applicable, or if the funds in your account are subject to an administrative hold, legal process, or other claim.
- If you used the wrong PIN or you have not properly followed any applicable computer or Credit Union user instructions for making transfer and/or bill payment transactions.
- If your computer or mobile device fails or malfunctions or the Mobile Banking or Online Banking services were not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment, or power failure) prevent making the transaction.
- In the event of any failure or interruption of such services or any part thereof, resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.
- If there are other exceptions as established by the Credit Union.
- 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.
- 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 the Credit Union.

13. TERMINATION OF ELECTRONIC FUNDS TRANSFER (EFT) SERVICES.

You agree that we may terminate this Agreement and your use of your Electronic services immediately if:

- You or any authorized user of your Password breach this or any other agreement with us, or
- We have reason to believe that there has been an unauthorized use of your Password, or
- There has been no log-in activity in at least 12 months.

You may terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

14. AMENDMENT AND NOTICES.

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

15. BILLING ERRORS FOR CONSUMER ACCOUNTS.

The following billing error rights apply to consumer accounts, but not business accounts. In case of errors or questions about your EFT Electronic Service transactions, other than transfers from a line of credit, telephone us at the phone numbers or write us at the address set forth at the end of this Agreement as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number
- Describe the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 (10) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors or errors involving transactions initiated outside the United States). If we decide to do this, we will recredit your account within ten (10) 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 (10) business days, we may not recredit your account. 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 (3) 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.

16. 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. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the

extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

17. CONTACT INFORMATION.

Phone: 253.964.3113

Toll Free: 866.968.7128

Mail: America's Credit Union

PO Box 5060

DuPont, WA 98327