

DIGITAL SERVICES AGREEMENT (DSA)



This Agreement is the contract, which covers your and our rights and responsibilities concerning the Digital Services offered to you by America's Credit Union ("Credit Union"). Digital Services include Online and Mobile Banking and the related features and services described in this Agreement (collectively, "Digital Services"). This Agreement is separate from, and does not replace, your Electronic Services Agreement (ESA) and other account disclosures that govern non-digital EFT services such as ATM/debit card and direct deposit.

In this Agreement, the words "you" and "yours" mean those who enroll for any of the Digital Services and any authorized users. In this Agreement, the words "we," "us," "our," and "ours" mean America's Credit Union. The word "account(s)" means any one or more savings, checking, and loan accounts you have with the Credit Union. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through services such as ATMs, POS transactions (including debit card purchases), ACH transactions, and certain other transfers involving your deposit account. Mobile Deposit/Remote Deposit Capture is addressed in Addendum A and is not an EFT.

By clicking "I Agree," enrolling, or using a Digital Service, you agree to the following terms governing your and our rights and responsibilities concerning Digital Services. If there is any conflict between this Agreement and an in-service screen or addendum applicable to a specific service, the addendum or in-service screen will control for that transaction or feature, to the extent permitted by law.

1. Services

Digital Services (Online & Mobile Banking)

- Access account, loan, and statement information and related records.
- Initiate eligible transfers and payments, including external transfers where available.
- Manage settings and service features, request certain services, and communicate securely with the Credit Union.
- Use optional features you enable, such as:
 - Mobile Deposit (Remote Deposit Capture) Terms (Addendum A)
 - Bill Pay Terms (If Enabled) (Addendum B)
 - Person-to-Person (P2P) / Send Money Terms (If Enabled) (Addendum C)
 - External Account Transfers (A2A) Terms (If Enabled) (Addendum D)
 - eStatements and Electronic Documents (If Enabled) (Addendum E)
 - Alerts / Notifications (If Enabled) (Addendum F)

Availability. Digital Services are generally available 24/7, but may be unavailable due to maintenance, upgrades, or circumstances beyond our control. Some features may not be available for all accounts, may vary by device or channel, and may be subject to additional terms or eligibility requirements.

2. Acceptance; Electronic Signatures; Changes to Terms

This Agreement may be changed from time to time. We will provide notice as required by law and may provide additional notice through in-service messages, email, website postings, or other reasonable methods. Continued use of Digital Services after the effective date of a change constitutes acceptance of the change.

3. Eligibility, Enrollment, and Access Credentials

- You must be a member of ACU and maintain eligible Account(s) in good standing to use Digital Services.
- You will follow enrollment steps presented in Online/Mobile Banking. Enrollment and login credentials may include member identifiers, usernames, passwords, passcodes, and/or biometric authentication depending on your device.
- You are responsible for maintaining current contact information (email, phone number, mailing address) so we can deliver notices and verify your identity.

4. Authorized Users and Sub-Users

If you allow any person (including a sub-user) to use your credentials or access Digital Services on your behalf, you are responsible for their actions and transactions to the extent permitted by law.

Business Accounts: You are responsible for establishing appropriate internal controls and limiting employee/agent access based on job duties.

5. Service Availability; System Interruptions

Digital Services are generally available 24/7, but may be unavailable due to maintenance, upgrades, or circumstances beyond our control. We are not responsible for losses caused by outages or delays that are not reasonably within our control.

6. Fees and Third-Party Charges

We may charge fees for certain Digital Services as disclosed in our Rate & Fee Schedule or as presented within the service. Your wireless carrier and other third parties may charge additional fees (data, text, access, app store fees).

7. Your Responsibilities and Prohibited Use

- Use Digital Services only for lawful purposes and in accordance with this Agreement.
- Do not attempt to reverse engineer, interfere with, or disrupt Digital Services or security controls.
- Do not use Digital Services to impersonate others, commit fraud, or submit false or misleading information.

8. Security of Credentials and Devices

- Keep your credentials confidential; do not share passwords or passcodes.
- Use security features available on your device (screen lock, biometrics) and keep your operating system and app updated.
- Notify us promptly if your device is lost/stolen or if you suspect unauthorized access.

9. Error Resolution; Member Liability

If you believe an unauthorized transfer or other error occurred, contact us as soon as possible. For many consumer EFT-related errors, you must notify us no later than 60 days after we send the first statement where the issue appears. Additional requirements and limits may apply under applicable law and your EFT disclosures. Service-specific error and dispute rules are included in the applicable Addendum.

10. Privacy; Information Sharing

We will maintain the confidentiality of your information in accordance with our Privacy Notice and applicable law. We may share information with service providers and processors as necessary to provide Digital Services.

While enrolling for products and/or services, we will ask you for the following types of information:

- Contact information (such as name, address, phone number, and email address);
- Sensitive information (such as date of birth, driver's license number and social security number);
- Personal information to verify your identity and financial information (such as credit card number).

This information is required in order to verify your identity, charge you the agreed upon fees for our products and services, and to fulfill our obligation to provide our products and services to you, including communicating with third parties as necessary to provide such products and services, such as identification verification companies, consumer reporting agencies, payment validation companies, law enforcement agencies, or others.

11. Disclaimers; Limitation of Liability

Digital Services are provided on an "as is" and "as available" basis to the extent permitted by law. We are not responsible for indirect, special, or consequential damages except as required by law.

12. Termination; Suspension

- We may suspend or terminate your access to Digital Services for reasons including suspected fraud, unauthorized access, breach of this Agreement, account restrictions, risk management, or as otherwise permitted by law.
- We may also suspend access after extended inactivity, as communicated within Digital Services.
- You may terminate Digital Services by contacting us. Termination does not affect transactions already initiated.

13. Governing Law; Severability; Entire Agreement

This Agreement is governed by federal law and, to the extent not preempted, the laws of the State of Washington. If any provision is unenforceable, the remainder remains in effect.

14. Contact Information

- Phone: 253-964-3113 | Toll Free: 866-968-7128
- Mail: America's Credit Union, PO Box 5060, DuPont, WA 98327
- Secure Message: through Online Banking/Mobile Banking (recommended for non-urgent inquiries)

Addendums

Mobile Deposit (Remote Deposit Capture) Terms (Addendum A)

This Addendum applies when you use the Mobile Deposit feature in ACU's Mobile Banking application. If there is a conflict between this Addendum and the Master Agreement, this Addendum controls for Mobile Deposit.

A1. Service Description

Mobile Deposit allows you to deposit checks to eligible ACU deposit accounts by capturing an image of the original check and transmitting the image and associated information to ACU or its processor. Mobile Deposits are subject to verification and are provisionally credited until final payment.

A2. Eligibility; Account Standing; Revocation

We may make Mobile Deposit available to Consumer and Business Accounts. Mobile Deposit is a privilege and may be revoked at any time.

A2.1 Eligibility requirements (general)

- You must have an eligible ACU savings, checking, or money market account in good standing.
- Accounts are generally required to be open for at least 30 days to be eligible, unless we approve earlier access.
- You must maintain current contact information; if physical mail or email is returned as undeliverable, we may suspend Mobile Deposit access.

A2.2 Ineligibility (examples)

You may become ineligible to use Mobile Deposit based on risk and account performance factors.

Examples include (but are not limited to):

- Your account has been negative for more than 30 days.
- You have had multiple returns due to duplicate deposits of checks.
- Your account is dormant.
- We have revoked or suspended access to certain account privileges due to prior performance.
- You are subject to collection, recovery, or legal process activity related to an obligation (for example, foreclosure, bankruptcy, or repossession).
- Your loan or credit card account is delinquent more than 30 days.
- You are subject to backup withholding.

We may revoke Mobile Deposit immediately and without prior notice where permitted by law and consistent with our risk management practices.

A3. Deposit Limits

Limits may vary by member and will be displayed in the Mobile Deposit feature. Current standard limits are:

- Consumer: per-check limit \$10,000; daily aggregate limit \$25,000; daily credit limit \$25,000.
- Business: per-check limit \$50,000; daily aggregate limit \$100,000; daily credit limit \$100,000.

A4. Eligible and Ineligible Items

You agree to deposit only checks payable in U.S. dollars and drawn on U.S. financial institutions, unless we approve otherwise.

Ineligible items include (without limitation):

- Checks payable to someone other than you (or, for business accounts, the business) or not properly endorsed.
- Checks payable jointly unless deposited into an account owned by all payees.
- Checks that are altered, suspicious, fraudulent, or not authorized.
- Checks drawn on foreign financial institutions or not payable in U.S. currency.
- Checks dated more than 6 months prior (stale-dated) or post-dated.
- Non-negotiable items, remotely created checks, payable-through drafts, or any item prohibited by law or our procedures.
- Checks previously deposited or presented by any method (including at another institution), including checks previously returned (e.g., NSF, Refer to Maker).

A5. Endorsements and Procedures

You must endorse the check and include a restrictive endorsement. Unless we provide different instructions in-app, endorse as: **"FOR ACU MOBILE DEPOSIT ONLY"** plus your signature (and for business accounts, include the business name if required).

You are responsible for selecting the correct deposit account and for preventing duplicate presentment (by Mobile Deposit, in-person, ATM, mail, or at another institution).

A6. Image Quality; Submission; Receipt; Acceptance

- Images must be clear and legible. You are responsible for the completeness, accuracy, and integrity of all images you submit.
- A deposit is considered received when you receive a confirmation in the app that we received the image. Confirmation does not mean the deposit is accepted or that funds will be available.
- We may reject any item for any reason permitted by law (including image quality, duplicate detection, or risk concerns).

A7. Funds Availability; Holds; Returned Items

Mobile Deposits are subject to ACU's Funds Availability Policy Disclosure, as amended from time to time.

We may place holds on Mobile Deposits and may make funds available sooner or later based on account history, deposit characteristics, and risk. Cut-off times and processing windows for Mobile Deposit are displayed in the app and may differ from in-branch cut-off times.

A7.1 Returned items and chargebacks

Any credit to your account for a Mobile Deposit is provisional. If an item is returned unpaid, dishonored, rejected, adjusted, or otherwise not finally collected, you authorize us to debit your account for the amount of the item and any applicable fees disclosed in our Rate & Fee Schedule.

We may provide you with an image, paper reproduction, or substitute check in place of returning the original item.

A8. Retention and Destruction of Original Checks

You must retain the original check in a secure location after transmitting it.

- Keep the original check until it appears as posted on your periodic statement or account history, and in any event no longer than 60 days after the deposit is credited, unless we request it sooner.
- During the retention period, you agree to provide the original check to us upon request to resolve disputes, claims, or for audit purposes.
- After the retention period, mark the check "VOID" and destroy it so it cannot be re-presented.

A9. Error Reporting

Notify us promptly of any suspected errors related to Mobile Deposit and no later than 60 days after the statement on which the deposit appears is sent or made available.

A10. Indemnification; Representations and Warranties

To the extent permitted by law, you agree to indemnify and hold ACU and its service providers harmless from losses, claims, and expenses (including reasonable attorney fees) arising from your use of Mobile Deposit or breach of this Addendum, including duplicate presentment, ineligible items, or fraudulent/unauthorized images.

You represent and warrant that: (a) you will comply with applicable laws and rules related to deposits; (b) each item you deposit is payable to you (or your business, if applicable); (c) endorsements and signatures are authentic and authorized; (d) items have not been altered; and (e) you will not deposit the same item more than once.

A11. Business Account Provisions

If you use Mobile Deposit for a Business Account, you agree to maintain internal controls to prevent duplicate deposits and unauthorized transmissions. You are responsible for all deposits submitted by employees, agents, and authorized users.

A12. Technology Provider Notice

Our Mobile Banking application may utilize technology provided by third-party service providers and licensors. You agree not to copy, modify, decompile, reverse engineer, or otherwise attempt to derive source code from the application, and to comply with any in-app end user license terms presented to you.

Bill Pay Terms (If Enabled) (Addendum B)

This Addendum applies when you use Bill Pay in Digital Services. Bill Pay availability and features may vary by member and account type.

B1. Bill Pay Service and Authorization

- You authorize us and our Bill Pay service provider(s) to process payments according to the instructions you provide.
- Bill Pay is available through Online Banking and Mobile Banking.
- You must designate an eligible ACU checking account as the funding account for Bill Pay payments unless the service allows otherwise.

B2. Payment Types; Scheduling; Cutoffs

- Bill Pay supports one-time payments and recurring payments (where available).
- You may cancel or change certain payments through Bill Pay up until the deadline shown in Bill Pay. As a general rule, cancellations/changes must be made before 2:45 p.m. Pacific Time on the business day before the scheduled debit date; however, the deadline displayed in Bill Pay controls.
- Processing and delivery timeframes vary based on whether the payment is sent electronically or by check and are shown in Bill Pay.

B3. Limits

- Payment amount limits may apply. As a general rule, the maximum per-payment limit is \$25,000 with a monthly limit of \$150,000. For new accounts, limits may be lower (e.g., \$10,000 per payment with a \$30,000 monthly limit). The limits displayed in Bill Pay control.

B4. Delivery Estimates; Your Responsibility

- Electronic payments may take up to five (5) business days from the scheduled debit date; check payments may take seven (7) to ten (10) business days. Actual delivery estimates are displayed in Bill Pay.
- You are responsible for scheduling payments with sufficient time (often at least 10 business days before a due date) and maintaining available funds.
- You are responsible for any late fees, penalties, finance charges, or other consequences imposed by the payee due to late or failed payments.

B5. Prohibited Payees

We will not process payments to payees meeting any of the following criteria:

- Payees designated by OFAC as prohibited payees.
- Payees with an address outside the United States (except APO addresses, if supported).
- Court-ordered payments such as alimony, child support, or similar obligations.
- Tax entities.
- Collection agencies.

B6. Stop Payments; Errors

- Our ability to stop a Bill Pay payment depends on the payment method and timing (for example, electronic payments may not be stoppable once processed).
- If you need assistance stopping a payment that has already been processed, contact us promptly at the phone number in Section 14.
- We may refuse or reverse a payment instruction that appears erroneous, incomplete, or potentially fraudulent.

Person-to-Person (P2P) / Send Money Terms (If Enabled) (Addendum C)

This Addendum applies when you use any P2P/Send Money feature available through Digital Services.

C1. Payment Network and Authorization

- We may use a payment network/service provider to facilitate P2P payments. The payment network may act as your agent with respect to custody of funds only.
- You authorize us and the payment network to act on your P2P instructions and to make transfers from your account to fund P2P payments.

C2. Eligibility and Identity Verification

- We and the payment network may make inquiries to validate your identity and eligibility for P2P (including requesting additional information or using third-party sources).
- We may approve, limit, suspend, or deny P2P access at our discretion.

C3. Transfer Timing; No Limited Cancellation

- When you send money, funds may be transferred immediately from your account. Once you authorize a P2P transfer, you may not be able to cancel it.
- You are responsible for verifying recipient details (email address or mobile phone number) before sending.

C4. Unclaimed, Refused, or Refunded Transactions

- A recipient is not required to accept payment.
- If a payment is unclaimed, denied, or refunded, funds are generally returned to your account within 30 days of the date you initiate the payment, as described within the P2P feature.
- If a recipient does not enroll or accept within the time window shown in the service (often 30 days), you may be able to request an earlier return using the return function within the P2P feature.

External Account Transfers (A2A) Terms (If Enabled) (Addendum D)

This Addendum applies when you link and transfer funds between your ACU accounts and accounts you hold at other financial institutions.

- You authorize us to verify ownership of any external account you add, using reasonable verification methods.
- Transfer limits, processing times, and cutoffs are displayed within the External Transfers feature and may vary by member and account type.
- You are responsible for ensuring sufficient funds are available and for any fees charged by third-party institutions.
- We may refuse or reverse external transfers that appear unauthorized, erroneous, or potentially fraudulent.

eStatements and Electronic Documents (If Enabled) (Addendum E)

This Addendum applies when you enroll to receive statements and certain notices electronically through Digital Services.

- By enrolling in eStatements, you consent to electronic delivery of statements and related notices made available through Digital Services.
- We may send a notice (e.g., email) when a statement is available. You are responsible for maintaining a current email address and for reviewing statements promptly.
- You may request paper copies as described in your account disclosures; fees may apply per the Rate & Fee Schedule.
- You are responsible for maintaining the equipment/software needed to access, view, download, and retain electronic documents.

Alerts / Notifications (If Enabled) (Addendum F)

This Addendum applies when you use Alerts (email, push, or text) available through Digital Services.

- Alerts are provided as a convenience. We do not guarantee delivery or timeliness of Alerts.
- You are responsible for keeping your contact information current and for monitoring your accounts through statements and transaction history.
- Carrier rates and data/text fees may apply. Do not reply to automated alert messages unless the feature supports replies.