

# ELECTRONIC SERVICES AGREEMENT (ESA)



This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Funds Transfers (“EFTs”) which are electronically initiated transfers of money through services such as Automated Teller Machines (“ATMs”), Point-of-Sale (“POS”) transactions (including debit card purchases), Automated Clearing House (“ACH”) transactions (including direct deposit and certain recurring debits/credits), and certain other transfers involving your deposit account offered to you by America’s Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who enroll for any of the Electronic 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 one or more savings, checking, or loan accounts you have with the Credit Union. By signing the account card or submitting an electronic service approved enrollment, you agree to the following terms governing your and our rights and responsibilities concerning the Electronic Services provided to you. EFTs initiated through Digital Services are governed by the Digital Services Agreement, which is provided during enrollment for Digital Services.

Online Banking, Mobile Banking, Bill Pay, Person-to-Person (P2P)/Send Money, External Account Transfers, eStatements, Alerts/Notifications, and Mobile Deposit (Remote Deposit Capture) are governed by the ACU Digital Services Agreement (including its addenda), as amended from time to time. If there is any conflict between this Electronic Services Agreement and the Digital Services Agreement, the Digital Services Agreement controls for those Digital Services. The Digital Services Agreement is presented during enrollment for Digital Services and before the first electronic fund transfer is made using those services.

## 1. Services

### *ATM/Debit Card*

You may use your Card and Personal Identification Number (“PIN”) at ATMs within the Co-op ATM Network and at ATMs displaying the Visa/PLUS® logo, and at other participating ATM networks as available. At the present time, you may use your Card to:

- Make deposits to your savings or checking account (deposits are subject to verification).
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make Point of Sale (“POS”) transactions with your card and Personal Identification Number (“PIN”) to purchase goods or services at POS terminals that are part of the Networks stated above or such other POS terminals as the Credit Union may designate.
- Purchase goods and services any place your Card is honored by participating merchants, including POS terminals and the Networks stated above. Funds to cover your Card purchases are deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, then we may treat the transaction as an overdraft request pursuant to an overdraft protection plan, if applicable, or decline the transaction if overdraft protection is not available, or we may terminate all services under this Agreement.
- Pay bills directly by telephone from your checking or savings account in the amounts and on the days your request.

Some of these services may not be available at all terminals.

### *Direct Deposit*

With your authorization and upon instructions from your employer, the U.S. Department of the Treasury, or another payer/originator, we will accept direct deposits to your account, such as payroll and federal recurring payments (e.g., Social Security).

### *Digital Services (Online & Mobile Banking)*

We offer Online Banking and Mobile Banking (collectively, “Digital Services”), including optional features such as Bill Pay, P2P/Send Money, External Account Transfers, eStatements, Alerts/Notifications, and Mobile Deposit. The detailed terms, eligibility requirements, limits, processing times, and cutoffs for these Digital Services are provided in the ACU Digital Services Agreement, which you accept during enrollment and which is also available on our website. The Digital Services Agreement is provided to you at the time you enroll in Digital Services and before you initiate your first electronic fund transfer using Digital Services.

## **2. Service Limitations**

### *ATM/Debit Card*

- **Withdrawals.** Cash withdrawals from ATMs can be made up to ten times in a twenty-four-hour period per Cardholder. Each Cardholder may withdraw up to \$510 in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by the parties. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and a "closed" sign will appear when the machine is not in service.
- **Transfers.** You may transfer between your regular share savings and share draft accounts up to the available balance in your accounts at the time of the transfer.
- **Purchases.** Debit card purchase transactions performed as a POS can be made up to twenty times in a twenty-four-hour period per Cardholder. Each Cardholder may purchase up to \$2,510 by debit card as a POS transaction in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by parties. Purchase transactions by authorization/signature can be made up to twenty times in a twenty-four-hour period per Cardholder. Each Cardholder may purchase up to \$7,510 by authorization/signature in a twenty-four-hour period, if there are sufficient funds in your account, unless otherwise agreed by the parties. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

*HSA Credits.* HSA credits will be considered current year contributions unless you give ACU prior notice.

### *Digital Services (Online/Mobile Banking, Bill Pay, P2P, External Transfers)*

- **E-Mail / Secure Message.** You may use secure messaging or email to send non-urgent messages to us; however, these channels may not be appropriate for time-sensitive notices of unauthorized transactions or errors. For urgent matters, call us using the contact information in this Agreement.
- The limitations, timeframes, and service rules for Digital Services are described in the ACU Digital Services Agreement and may also be displayed within Digital Services at the time of your transaction (for example, cutoffs, limits, delivery estimates, and cancellation deadlines).

## **3. Security of PIN and Access Code**

### *Security*

The user name that you select is for your security purposes. The user name and password are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your user name and password. You agree not to disclose or otherwise make your user name and password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your user name and password, you understand that person may use the Online Banking Service to review all your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your user name and password and you agree that the use of your user name and password will have the same effect as your signature authorizing transactions.

### *Authorization*

If you authorize anyone to use your user name and 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 and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized, and your password 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.

## **4. Member Liability**

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use an EFT service, Card, user name, and/or password, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your card or password and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or password, 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.

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed or electronically delivered to you, you may be liable for the full amount of the loss

if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your Card or PIN has been lost or stolen 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 regular hours or write: America's Credit Union, PO Box 5060, DuPont, WA 98327 or contact us electronically by sending e-mail messages through the Online Banking Service: [www.youracu.org](http://www.youracu.org).

## **5. Business Days**

For purposes of these disclosures, the Credit Union's business days are Monday through Friday, excluding federal holidays. Some branches may be opened on Saturdays. Branch hours are posted at each branch and at [www.youracu.org](http://www.youracu.org).

## **6. Fees and Charges**

There are certain charges for electronic fund transfer services as set forth in the Deposit Rate & Fee Schedule. From time to time, the charges may change. We will notify you of any change as required by law. When you use an ATM that is not operated by us, you may be charged a fee by the ATM operator or an ATM network utilized for such a transaction, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer. The ATM fee will be debited from your account.

### *Foreign Transactions*

Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions established by VISA International, Inc. is a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable transaction, which rate may vary from the rate VISA itself receives, or the rate mandated by a government or governing body in effect for the applicable Transaction. In addition, we may charge a Foreign Transaction fee that is a percentage of the U.S. Dollar amount of any foreign transaction as provided to us from Visa as set forth on the Deposit Rate & Fee Schedule. This fee applies to any card transaction made at a location in a foreign country, or payable to a merchant located in a foreign country even if you initiate the transaction from within the United States.

## **7. Transaction & Account Information**

### *Periodic Statements*

Transfers and withdrawals transacted through an ATM, online or mobile banking, bill pay, or external transfer services will be recorded on your periodic 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.

### *Direct Deposits including preauthorized transfers*

If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by checking your Online Banking [www.youracu.org](http://www.youracu.org) or calling 253-964-3113 or toll free, 866-968-7128. This does not apply to transactions occurring outside the United States.

### *Terminal Receipt*

You may obtain a receipt at the time you make any transfer to or from your account using an ATM.

## **8. Account Information Disclosure**

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

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific electronic transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with a government agency or court orders;
- If you give us your express permission.

## **9. Limitation of Liability for EFT Services**

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 transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not

allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- Through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your overdraft line.
- The automated teller machine (ATM) where you are making the transfer does not have enough cash.
- An incorrect personal identification number (PIN) is used, or you do not properly follow applicable instructions for using an access device, computer, mobile device, or other system used to make transfers.
- If your computer, mobile device, or other connection device fails or malfunctions, or the phone lines or Credit Union computer system was not properly working, and the problem should have been apparent when you attempted the transfer.
- The ATM or other terminal is not working properly, and you knew about the problem when you started the transfer.
- Your card or other access device has expired, is damaged, or otherwise cannot be used. In some cases, an ATM or POS terminal may retain your card; contact the Credit Union for a replacement.
- Circumstances beyond our control (such as fire, flood, telecommunications outages, labor strikes, equipment failure, or power failure) prevent the transfer, despite reasonable precautions we have taken.
- The funds in your account are subject to an administrative hold, legal process or other claim.
- Your account is frozen or restricted because of a delinquent loan or other account restriction.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the Credit Union.
- There may be other exceptions stated in our agreement with you.

## **10. Preauthorized Electronic Fund Transfers**

### *Stop Payment Rights*

If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify the Credit Union orally or in writing at least three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do require written confirmation, the oral stop payment shall cease to be binding fourteen (14) days after it has been made. Stop payment fees may apply for each stop payment item. Refer to the Deposit Rate & Fee Schedule for fee amount.

### *Notice of Varying Amounts*

If these regular payments vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

### *Liability*

The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

## **11. Termination of EFT Services**

You agree that we may terminate this Agreement and your EFT services, if you, or any authorized user of your EFT services or access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access code or if you conduct or attempt to conduct any fraudulent, illegal or unlawful transaction, or if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

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

## **12. Notices**

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

this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

### **13. Billing Errors**

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Call us at 253-964-3113 or toll free at 866-968-7128 during regular business hours; write us at America's Credit Union, P.O. Box 5060, DuPont, WA 98327; or contact us electronically by sending an email message through the Online Banking Service at [www.youracu.org](http://www.youracu.org), as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the error or problem appeared.

- Tell us your name and account number (if any).
- Describe the error or 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) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will credit 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 credit your account.

For errors involving new accounts, point-of-sale transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### *ATM Safety Notice*

The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device, or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM card.
- Report all crimes to law enforcement officials immediately.

### **14. Severability**

In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

### **15. 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. If you are in breach of this Agreement or any other loan or service agreement with the Credit Union or we suspect fraudulent activity on your account, the Credit Union may without prior notice restrict access to your accounts or suspend your electronic services or access devices, including ATM or debit cards and online or mobile banking services. 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. If a collection agency is used to enforce any overdrawn funds on accounts accessed under this Agreement, it is understood the Credit Union is entitled to collect its reasonable collection agency fees and costs. Should any one or more provision(s) of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision will 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.

#### **16. 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)