



## **COLUMBIA CREDIT UNION ELECTRONIC SERVICES AGREEMENT (CONSUMER & BUSINESS)**

This Agreement is the contract which covers your and our rights and responsibilities concerning the Electronic Services offered to you by Columbia Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit an authorization form for Electronic Services. In this Agreement, the words "we" and "us" and "our" and "ours" mean Columbia Credit Union. The word "account(s)" means any one or more savings, checking, and loan accounts you have with the Credit Union.

By submitting an application or online authorization form, you agree to the following terms and conditions governing your and our rights and responsibilities concerning Online Banking, Bill Payments, Mobile Banking, Debit Card services, direct deposit, and electronic check transactions (collectively referred to as Electronic Funds Transfers "EFTs") and Mobile Deposit Service involving your accounts (collectively "Electronic Services").

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, any accountholder may enroll in the Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is an accountholder and is authorized to enroll in the Services. Anyone using the Services represents that he or she has full authority to use the Services and to engage in any action taken by him or her. For business and organizational accounts, the Services may be established by any authorized user of the accountholder. Any joint accountholder or an authorized user, acting alone, may affect transactions through the Services.

### **1. Online Banking Services.**

**a. Online Banking Services.** Upon approval for the Online Banking service, you may use your web browser-equipped device to access your accounts. You must use your Password along with username to access your accounts. The Online Banking Service is accessible seven days a week, 24 hours a day. You will need a web browser-equipped device with access to the Internet. The online address for the Online Banking Service is [www.columbiacu.org](http://www.columbiacu.org). You are responsible for the installation, maintenance and operation of your web browser-equipped device. The Credit Union will not be responsible for any errors or failures involving any data or communication service or your web browser-equipped device. At the present time, you may use the Online Banking Service to:

- Transfer funds between your accounts.
- Review account balance, transaction history, and tax information for your accounts.
- Review information on your loan accounts including due dates, finance charges, interest rate, and balance information.
- Make bill payments using the Bill Payment service.
- View statements.
- Other transactions as offered and permitted in the future.

Transactions involving your deposit accounts, including checking account stop payment requests, will be subject to the terms of your Membership and Account Agreement and transactions involving a Line of Credit account will be subject to your Loan Agreement and Disclosures, as applicable.

For business accounts, you must designate an online banking account administrator (Administrator). In addition to using online banking to transact on behalf of your business, the Administrator is solely responsible for 1) assigning agents to act on the Administrator's behalf, 2) establishing what accounts each agent may access and any limits to that access, and 3) terminating and/or modifying access previously established for assigned agents. You understand you and/or your Administrator have complete oversight for managing your online banking account. If you instruct us to remove or add

account signers, or make any other changes to your account that may affect your online banking account, we will not change your online banking account. You must make those changes.

**b. Password Security.** You must select a specific, personal password for accessing online banking services. After your initial sign-on, you may change your password at any time by selecting the appropriate function within the online banking service. The personal password that you select is for your security purposes. Your password must be sufficiently long and complex that it cannot be guessed by third parties even by brute-force technology, and your password must not be re-used to access other websites. The password is confidential and must 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 by you to sign on your accounts.

**c. Access to Accounts.** By using the Online Banking service, you certify you are authorized on the accounts represented in your online banking enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any login ID or access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

**d. Online Banking Service Limitations.** The following limitations on Online Banking transactions may apply in using the services listed above.

*Transfers.* You may make funds transfers to other accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transfers made after 7 PM will be processed on the following day.

*Account Information.* The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.

*Electronic Instructions and Secure Messaging.* You agree that all electronic instructions that we receive through Online Banking or on the Credit Union's website, Secure Messaging or otherwise in connection with the Services, such as those directing us to take action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic, and binding obligations. Pursuant to law and regulations, these electronic instructions, therefore will be given the same legal effect as your written and signed paper instructions, shall be considered writing or in writing, and shall be deemed for all purposes (i) to have been signed and (ii) to constitute an original when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communication are valid, and you will not contest the validity or enforceability of such instructions or any related transactions, absent proof of altered data or tampering, under provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form. BECAUSE E-MAIL IS NOT A SECURE METHOD OF COMMUNICATION OVER THE INTERNET, WE RECOMMEND YOU DO NOT SEND CONFIDENTIAL INFORMATION BY E-MAIL. PLEASE BE AWARE YOU CANNOT USE E-MAIL TO INITIATE TRANSACTIONS ON YOUR ACCOUNT(S).

**2. Bill Payment Services.** The Bill Payment services are offered to consumer and business users and separate Bill Payment processing models will apply based on consumer or business use. If we find you are using consumer bill pay for business purposes, we reserve the right to remove your access to the online banking platform and move it to the business banking platform. Upon approval for Bill Payment service, you may use your web browser-equipped device to access and use the service. You must designate your checking account(s) as the account(s) from which payments that you authorize will be deducted.

**a. Bill Payment Setup.** You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. We reserve the right to terminate any electronic service for any reason, including your non-use of the bill pay service.

**b. Bill Payment Transactions.** You authorize us to process Bill Payment transactions from your designated checking account(s). You or any persons who you have authorized to use your Bill Payment service or Password can perform the following Bill Payment transactions:

- Make Bill Payments. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- Obtain Information. Obtain information (payee information, payment status information, etc.) about your Bill Payment account status.
- Bill Payment Transactions. You authorize us to process Bill Payments from your designated account. You may use the Bill Payment service to initiate different types of payment transactions.

**c. Online Banking Bill Payment Transactions.** You may use the bill payment service to initiate different types of payment transactions:

- "Manual" payments are payments that are not recurring. You initiate each payment by setting the payment amount and send date. The payments can be canceled or changed through the bill payment service up until 7:30 PM on the scheduled send date.
- "Recurring" payments are automatic payments that are sent based on a regular interval and fixed amount. You have an option in the bill payment system to set Automatic Payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through the bill payment service up until 7:30 PM on the scheduled send date.
- "Autopay" is an option similar to recurring payments but Autopay is tied to an electronic bill ("ebill"). When you receive an ebill, you may make a payment based upon rules you establish. For example, you may elect to pay the minimum or full amount due listed on the ebill. If you do not receive the ebill, a payment will not be made.

**d. Business Banking Bill Payment Transactions.** You authorize us to process bill payments from your designated checking account. You may use the Bill Pay service to initiate two different types of payment transactions:

- "Single" payments are payments that you initiate by setting the payment amount and due date. The payment can be canceled or changed through Bill Pay by 5:00 PM the prior day before the Scheduled Debit Date.

- "Recurring" payments are payments that are reoccurring on a fixed due date and fixed amount. You have an option in the Bill Pay system to set payments to continue indefinitely or set a maturity date. The payment can be canceled or changed through Bill Pay by 5:00 PM the prior day before the Scheduled Debit Date.
- Other transactions as offered and permitted in the future.

**e. Authorized Payments.** When you transmit bill payment instructions to us, you authorize us to transfer funds to make the bill payment transaction from your checking account. We 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. The Credit Union will not process any 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 entering or knowing. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

**f. Processing Payments.** The amount of your requested bill payments will be deducted from your checking account. You will receive a confirmation number at the time of each transaction. You must have sufficient funds available to cover your payment on the date the payment is scheduled for processing. For consumer accounts, there is a dollar limit of \$9,999.99 (or your available balance) on any payment. For business accounts, there is a dollar limit of \$19,999 (or your available balance) on any payment. No more than \$20,000.00 may be sent from any bill payment account in one day.

- Online Banking. Bill payments are delivered to the payee either electronically, which may take up to three business days from the scheduled send date, or by check to those payees not set up to accept electronic payments, which may take up to five business days from the scheduled send date.
- Business Banking. For electronic processing: the amount of your requested bill payments will be deducted from your checking account on the Delivery By Date, or the prior business day if the processing date is on Saturday, Sunday or a federal holiday (adjusted Deliver By Date). You must have sufficient funds on the Deliver By Date or on the adjusted Deliver By Date. If scheduled by 5:00 PM, the earliest delivery date is one business day in the future. If scheduled after 5:00 PM, the earliest delivery date is two business days in the future. For check processing: the amount of your requested bill payments will be deducted from your checking account when the payee deposits the check and it has processed from their financial institution to the Credit Union. If scheduled by 5:00 PM, the earliest delivery date is four business days in the future. If scheduled after 5:00 PM, the earliest delivery date is five business days in the future.

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.

For eligible payees, you may choose to send an expedited payment for faster delivery. Fees will apply for this service and may vary depending on the type of payee. You must agree to these fees at the time of scheduling an expedited payment and have sufficient funds available in your designated checking account for the payment and expedited fees. Expedited payments cannot be cancelled or edited. To schedule an expedited payment, the cut-off time to begin processing it for the same business day is 1:00 PM.

**g. Canceling or Changing Bill Payments.** You may cancel or stop payment on Future and Recurring bill payments 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 that you have already scheduled for transmission through the bill payment service, you may electronically edit or cancel your payment request through bill payment. For online banking bill payments, your cancellation request must be entered and transmitted through the bill payment service before 7:30 PM on the date you have scheduled for payment. For business banking bill payments, your cancellation request must be entered and transmitted through the bill payment service the day before the due date by 5:00 PM. If your request is not timely entered, you will be responsible for the payment. You are responsible for requesting stop payments on business banking bill payments processed as a check. Checks are stamped with "Void After 90 Days" but you should monitor your account for bill payments that have not cleared just as you would for non-bill payment checks.

If you wish to place stop payment on a bill payment transaction that has already been processed by check, you may contact us at (360) 891-4000. Stop payment fees may apply, as stated on the Fee Schedule. Stop payments cannot be placed on payments that have been sent electronically. You may cancel an Autopay if it is not in a "Setting Up Ebill" status. The option to cancel it will become available after the first ebill is processed, typically within one to two statement cycles.

**h. Your Responsibilities.** You authorize the Credit Union to post payment transactions generated through the Bill Payment Service provider from your designated checking account. The Credit Union does not and cannot guarantee the time any payment will reach a vendor. Payments may take up to or more than 3 business days for Electronic Payments and up to or more than 5 business days for Check Payments. It is your responsibility to allow reasonable time for payments to reach the payees you have designated. We will not be liable for any service fees or late charges imposed against you. Also, you understand you are responsible for any loss or penalty you may incur due to lack of sufficient funds, or other conditions, which may prevent the withdrawal of funds from your account. In the event your bills are paid as you have instructed and there is no funds in your account, you understand we or our Service Provider has the right to collect the funds from you. You may discontinue the service at any time by notifying the Credit Union. However, canceling the bill payment service will stop any future payments you have authorized.

**3. Mobile Banking Services.** Mobile Banking is a financial information management service that allows you to access account information and make financial transactions as offered using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, "Wireless Devices"). We reserve the right to modify the scope of the Mobile Banking services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking page on our website at [www.columbiacu.org](http://www.columbiacu.org). When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile Banking service.

Mobile Banking will not work unless you use it properly. 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 online instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your wireless device and the Mobile Banking software ("Software") required to use the Service. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile Banking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile Banking service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access the

Mobile Banking service. Financial information shown on the Mobile Banking service reflects the most recent account information available through the Mobile Banking service. You agree that we will not 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.

**a. Access to Accounts.** By using the Mobile Banking service, you certify you are authorized on the accounts represented in your mobile banking enrollment. You understand that all owners of your accounts or anyone with whom you share your Password or any login ID or access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

**b. 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 and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and 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.

**c. Mobile Banking Service Limitations and Conditions.** When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:

*Account Ownership/Accurate Information.* You represent that you are a signer or an Administrator of the accounts and authorized to any 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 the Mobile Banking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

*Proprietary Rights.* 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 the Mobile Banking service.

*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; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Access 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 (k) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

*No Commercial Use or Resale.* You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

*Indemnification.* Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your improper use of the Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

*User Security.* You agree not to give or make available your Mobile Banking credentials or other means to access your account to any other individuals. You are responsible for all bill payments, transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device, credentials or other means to access Mobile Banking, including Touch ID, you are responsible for any transactions they authorize. If Touch ID is enabled for your account(s) in the App, any fingerprint added to the device's repository may login. If you believe that your password, Wireless Device or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must remove your phone within the Mobile Banking website and notify us immediately by calling 360-891-4000. If you believe your Wireless Device is stolen, you will promptly wipe your device at <https://www.icloud.com/>

*Service Charges.* You agree to pay related account transaction fees and charges in accordance with our current fee schedule and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. In the future, we may add to or enhance the features of Mobile Banking. By using such added or enhanced features, you agree to pay for them in accordance with the fee schedule.

*Additional Service Limitations.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery 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 Wireless device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Wireless 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.

*Changes or Cancellation.* 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 discontinuance of Mobile Banking.

*Third Party Beneficiary.* You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in this Section 3. and such service providers are third party beneficiaries with the power to enforce those provisions against you, as applicable.

**4. Member-to-Member Transfers Using Online or Mobile Banking.** For consumer accounts, you may transfer funds from your savings and checking accounts to another Member's savings, checking and money market account, or other transfer options as offered and permitted in the future. You must provide your full account number to another Member to receive funds using the Member-to-Member Transfer service. All transfers are final once initiated.

**5. Debit Card.** Upon approval, you may use your Debit Card to purchase goods and services any place your Card is honored by participating merchants.

**a. Debit Card Transactions.** Funds to cover your Debit Card purchases will be deducted from your checking account. A Debit Card purchase will not be authorized if the amount of purchase exceeds the available balance in your account at the time the authorization is requested. If your funds are being held because of Debit Card authorizations and/or check holds, your available balance will be lower than your actual balance. For a Debit Card purchase that has been authorized, if there are insufficient funds in your account at the time the authorized transaction is processed by the Credit Union, the funds in your overdraft protection account may be used to pay these transactions. If the balance in your account is not sufficient to pay the transaction amount, your account will be subject to a charge as set forth in the Fee Schedule, and the Credit Union may terminate all services under this Agreement. You may also use your Debit Card and access code in automated teller machines of the Credit Union, and such other machines or facilities we may designate from time to time. At the present time, you may use your card to make the following transactions on your accounts:

- Make deposits to your savings and checking accounts.
- Withdraw cash from your savings and checking accounts.
- Transfer funds between your savings and checking accounts.
- Obtain balance information for your savings or checking account.

**b. Non-VISA Debit Transactions.** Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another EFT network. Your debit transactions may be processed by any EFT network that Columbia Credit Union participates. Transactions processed over the VISA network do not require you to use your PIN to validate the transaction. Generally, you will sign a receipt, provide your card number (e.g. internet, mail, or telephone transactions), or use your card at a terminal. Also, there are certain protections and rights such as the zero liability protections in the section Member Liability, applicable only to VISA processed transactions. Transactions processed over other networks may not require you to use your PIN in order to validate a transaction. Generally, you enter your card number or use your card and provide or enter a PIN. However, some merchants may not require you to provide a PIN, and allow you to choose whether the transaction is processed by VISA or another network. Provisions applicable only to VISA transactions (such as VISA's zero liability protections) will not apply to non-VISA debit transactions and the liability rules for other EFTs in the section titled "Member Liability" will apply.

**c. Debit Card Limitations.**

*POS Purchases.* You are limited to 20 point-of-purchase (POS) transactions you may make on any day during a statement period. No purchase may exceed the available funds in your account, unless authorized by the Credit Union. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and those limits may change from time to time. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds.

*Cash Withdrawals.* For Credit Union ATMs, (i) you are limited to 12 cash withdrawals you may make per day; and (ii) you are limited to withdrawing up to \$500 per day if there are sufficient funds in your account. For ATMs not owned by the Credit Union, there may be a limit of the amount you can withdraw at an ATM in any one day. Because of the servicing schedule, there may be limited occasions when the Credit Union's computer is unavailable and the screen will say "System Unavailable" 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 at available locations.

*Deposits.* You may make deposits only at ATMs owned and operated by the Credit Union. Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for



withdrawal. Deposits are subject to verification by the Credit Union. You should review the Credit Union's Funds Availability Policy to determine the availability of funds deposited at ATMs.

**6. Direct Deposit and ACH.** Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of Federal recurring payments, such as Social Security. You may authorize preauthorized debits to your account through ACH transactions. An ACH transaction drawn from a checking account will be covered by overdraft protection if funds are available and a fee may be charged as set forth in the Fee Schedule. If you overdraft your account by use of ACH, your account will be subject to a charge as set forth in the Fee Schedule and may be returned to the payer.

**7. Automated Telephone Access.** If we approve automated telephone access service for your accounts, you must designate a separate access code. You must use your access code along with your member number to access your accounts. At the present time you may use the automated telephone access service to:

- Change your access code; obtain balance, withdrawal, dividend, and loan payoff, due date information, cleared check information on your accounts at the Credit Union.
- Transfer funds between your savings, checking, and loan accounts as allowed, including loan payments.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed via a touchtone telephone only. Not all pushbutton phones are touchtone. Converters may be purchased for pulse and rotary dial phones. Audio response service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day.

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

**8. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction. Notice may include a sign posted by the merchant at the time and place of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions except the \$50 and \$500 limits of liability for unauthorized transactions in Section 11.b. Unauthorized Transaction Reporting & Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

**9. Conditions of Account and Service Use.** The use of your Account and Services are subject to the following conditions:

**a. Service Availability.** Electronic Services are available seven (7) days week, 24 hours a day. However, from time to time, some or all of the Credit Union's services may not be available due to system maintenance. Unsuccessful attempts to use Electronic Services may result in temporary or permanent unavailability.

**b. Transaction Limits.** Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

**c. Right of Refusal.** The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

**d. 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 transactions and our Funds Availability policy.

**e. Ownership of Cards.** Any Card or other device that we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card 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.

**f. Honoring the Card.** Neither we nor merchants authorized to honor a Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

**g. Illegal Use of Internet Gambling.** You agree that all transactions that you initiate by use of an electronic funds transfer including a Debit Card 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. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an electronic funds transfer or Debit Card.

## **10. Account Access & Authorizations.**

**a. Initial Access.** After you have successfully completed and submitted your request for Online or Mobile Banking, you will be notified of the service availability. Once notified, you may log on to the service, using your User ID and Password ("Access Code").

**b. Security of Access Code.** The access code for the Online and Mobile Banking services is issued for your security. The access code is confidential and should not be disclosed to third parties or recorded. You are solely responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to have or use your access code or internet enabled device, you understand that person may use the Online Banking, Bill Payment or Mobile Banking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

**c. General Authorization.** If you authorize anyone to use your access code 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 access code 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 access code is changed. If you fail to maintain or change the security of your access code, you are responsible for any losses resulting from such failure and may terminate your services immediately.

**d. Access Authorizations & Account Controls.** You have the option to establish controls and limitations on the authorized access to your account and the transaction functions and amounts that may be conducted. You are solely responsible for establishing and maintaining these access authorizations and account controls to protect your account. For business online banking, you may establish dual account access controls and you are solely responsible for such designations, the implementation and enforcement of your internal account authorization policies and the actions of the designees of such dual controls. You may authorize multiple users to access and conduct transactions on the account ("Sub Users") with specific account transaction authorities and limitations and you are solely responsible for such Sub User authorizations, the implementation and enforcement of your internal account authorization policies and the actions of your designated Sub Users.

**e. Security Procedures.** You agree that we may use necessary security procedures to detect any unauthorized transaction prior to accepting your request. We will not use such security procedures for transfers between your accounts with us, unless we specifically agree with you to do so. These security procedures will include authenticating the authority of the person making the transaction. You agree these security procedures are commercially reasonable to protect you and the Credit Union. You agree we may vary the security procedure depending upon the amount and type of transaction or the method you use to make the request. You agree that if we act in good faith on your transaction request, in compliance with these security procedures, the transfer will be considered an authorized transfer, whether or not actually authorized by you.

**11. Unauthorized Transaction Reporting and Liability.** You are solely responsible for all transfers you authorize using any Services under this Agreement. If you permit other persons to use your Password and initiate transactions with this Service, you are responsible for any transactions they authorize or conduct on any of your Accounts.

**a. Liability on 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. For your protection, sign off after every online banking session and close your browser to ensure confidentiality.

**b. Liability on Consumer Accounts.** For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using any EFT services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your 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 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 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 Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

- (360) 891.4000 or (800) 699.4009 (toll free) or write the Credit Union at: Columbia Credit Union, PO Box 324, Vancouver, WA 98666.

**12. Business Days.** Our business days are Monday through Friday. Holidays are not included.

**13. Fees and Charges.** The fees and charges for the electronic services are described below. Fees and charges may be changed from time to time. We will notify you of any changes as required by law.

**a. EFT Fees.** There are no Credit Union charges for electronic funds transfers. Your normal account charges will continue to apply as set forth on the Rate and Fee Schedules.

**b. ATM Surcharges.** You should be aware of transaction surcharges that may be accessed by owners of an ATM or POS terminal for use of their equipment. These surcharges will be included in the transaction amount posted to your account.

**c. Foreign Transaction Fees.** Purchases and cash advances made in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by VISA International, Inc. is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, you will be charged a Foreign Transaction Fee of 1% of the transaction amount for any purchase and cash advance transactions made in a foreign country, or made with merchants located in foreign countries, even if the transaction is initiated from within the U.S.

**d. Overdraft Fees.** If you conduct a consumer debit card transaction and you have provided an opt-in for the Courtesy Pay service or you conduct any other electronic funds transfer and overdraw your account, you agree to pay an overdraft fee as set forth in the Fee Schedule.

**14. Transaction Documentation.**

**a. Periodic Statements.** Transfers, withdrawals, and purchases transacted through an EFT Service, or with a participating merchant 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. Terminal Receipt.** You will receive a receipt at the time you make a transaction using an ATM, POS terminal or with a participating VISA merchant, except some electronic terminals will not provide receipts for transactions of \$15 or less.

**c. Automated Telephone Access and Online Banking Service.** Transaction history is also available through our automated telephone access service and online banking service.

**d. Direct Deposits.** 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 calling the phone numbers listed above. This does not apply to transactions occurring outside the United States.

**15. 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.columbiacu.org. However, we may disclose information to third parties about your account or the transactions you submit 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, such as a credit bureau or merchant;
- To comply with government agencies or court orders;
- If you give us your express written permission.

## **16. Preauthorized Electronic Fund Transfers.**

**a. Stop Payment Rights.** If you have arranged in advance to make fixed preauthorized transfers of funds out of your account(s) not using the Bill Payment service, you may stop payment of such preauthorized transfers from your account. You must notify the Credit Union orally or in writing at the telephone number or address stated previously any time up to 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 the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**b. Notice of Varying Amounts.** If these regular payments may 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.

**c. Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **17. Credit Union Liability for Electronic Services.**

**a. Consumer Accounts.** If we do not complete a transaction 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:

- If, through no fault of ours, you do not have sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong access code, you have not properly followed any applicable service or Credit Union user instructions for making Online Banking, Bill Payment, Mobile transactions.
- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.

- If, through no fault of ours, a Bill Payment, Online Banking or Mobile Banking 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 insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an 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.
- If there are other exceptions as established by the Credit Union.

**b. Business Accounts.** The Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your Account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law or regulation, or this Agreement. We will not be liable if you fail to report timely any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement in accordance with the standards set herein, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

**18. Statement Errors on Consumer Accounts.** In case of errors or questions about your EFT transactions on a consumer account, contact us by: telephone at the phone number or write us at the address set forth in Section 11.b. as soon as possible. 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 transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct the 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 involving debit or credit card point-of-sale transactions, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-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 re-credit 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.

**19. Mobile Deposit Services.** By using the Mobile Deposit Service ("Service") or by electronically accepting these Mobile Deposit Terms and Conditions ("Agreement"), you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. The Mobile Deposit service is subject to the following terms and conditions and to the instructions, rules, and terms provided to you via a link within the service and incorporated by reference herein.

**a. Mobile Deposit Access.**

*Mobile Deposit Process.* If we approve the Mobile Deposit service for you, you must use your Online Banking password with your Login to access your accounts. You may photograph an image of checks with your Remote device, creating an electronic image, and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union's processing agent shall perform an image quality assessment of the imaged checks and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by the Credit Union at its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

*Funds Availability.* For purposes of funds availability, mobile Deposits are considered deposited at a branch of the Credit Union subject to the following deposit cut-off time limits. Mobile deposits confirmed as received before 5 pm Monday through Saturday will receive provisional credit to your account that same day. Deposits confirmed received after 5 pm Monday through Saturday, deposits confirmed received on Sundays and federal holidays, and deposits confirmed received after the Credit Union is closed for early holiday closure, inclement weather or unforeseen circumstances receive provisional credit the following business day. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the cut-off period for deposits and the availability of funds, checks deposited via Mobile Deposit session 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 alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

*Deposit Acceptance.* You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit session. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

**b. Member Account & Responsibilities.** You must designate a Credit Union checking account as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

*Responsibility for Imaging.* You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

*Responsibility for Check Endorsements.* For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR 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.

*Deposit Requirements and Limits.* You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application. The deposit cut-off time is 5:00pm PST Monday through Saturday. Any deposits made after the cut-off time, on Sunday and federal holidays will be processed the next business day. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

*Check Retention & Destruction.* You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond thirty-five (35) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service) and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

*Deposit Prohibitions.* You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any Substitute Check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

*Your Representations and Warranties.* You represent and warrant:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- 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 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.

*Financial Responsibility.* You understand that you remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds associated with accessing the Service. The Credit Union shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions you give to the Credit Union, for your failures to access the Service properly in a manner prescribed by the Credit Union, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

*Account Reconciliation.* You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

**c. Credit Union's Obligations.**

*Financial Data.* We will review and process your electronic file through a batch process no less than 1 time per business day, as defined in Funds Availability. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons. You agree that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care, but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service.

*Service Availability.* You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

*Exception Items.* When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We reserve the right, at our sole and absolute discretion, to reject any electronic image into your account. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union

there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

*Account Information.* We will provide you with daily transaction history via the Internet and the Online Banking service detailing items processed, return items, and deposit adjustments.

*Retention of Check Images.* Credit Union will retain any substitute checks it generates for seven (7) years.

**d. Services Fees.** Currently, there is no monthly fee for the Mobile Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by the Credit Union upon thirty (30) days written notice to the Member.

**e. Disclaimer of Warranties.**

MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

**f. Credit Union's Liabilities.**

*Direct Damages.* THE CREDIT UNION'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY MEMBER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF THE CREDIT UNION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; PROVIDED THAT THE MAXIMUM AGGREGATE LIABILITY OF THE CREDIT UNION RESULTING FROM ANY SUCH CLAIMS SHALL NOT EXCEED ONE HUNDRED DOLLARS. IN NO EVENT SHALL THE CREDIT UNION BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS WHETHER OR NOT THE CREDIT UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE CREDIT UNION'S LICENSORS OR SUPPLIERS WILL NOT BE SUBJECT TO ANY LIABILITY TO MEMBER IN CONNECTION WITH ANY MATTER.

*Your Duty to Report Errors.* You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

*Credit Union's Performance.* You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

*Limitation.* Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law
- The ownership of funds involving a transaction is in question
- We suspect a breach of the security procedures
- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

*Force Majeure.* The Credit Union shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

*Modification of Mobile Deposit Services.* Credit Union reserves the right to modify the Service from time to time without making prior notice to Member.

**20. Termination of Electronic Services.** You agree that we may terminate this Agreement and your Electronic Services, if you, or any authorized user of the account, Service 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 Password. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. We reserve the right to terminate any Electronic Service for any reason.

**21. Amendments.** The Credit Union reserves the right to change the terms and conditions upon which the Electronic Services are offered. For consumer accounts, the Credit Union will notify you, by mail, at least twenty-one (21) days before the effective date of any change, as required by law. Use of these Electronic Services are subject to existing regulations governing the Credit Union account and any future changes to those regulations.

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

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.

**e.** If you notice anything suspicious at the ATM or night 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.

**f.** If you are followed after making a transaction, go to the nearest public area where people are located.

**g.** Do not write your personal identification number or code on your Debit card.

**h.** Report all crimes to law enforcement officials immediately.

**23. 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 to, subject to Washington law, 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.

Revised 6/2024