

## Electronic Services Agreement

### **(Online Banking, Bill Payment, Mobile & Text Banking, External Funds Transfer, P2P Funds Transfers & Mobile Deposits)**

This Agreement is the contract, which covers your and our rights and responsibilities concerning the Electronic Services offered to you by Central Willamette Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean those who submit an Online Authorization Form for and any authorized users. In this Agreement the words "we" and "us" and "our" and "ours" mean Central Willamette 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 online authorization form, you agree to the following terms governing your and our rights and responsibilities concerning: Online Banking, Bill Payments, P2P Funds Transfers and Mobile & Text Banking ("Services"), Electronic Funds Transfers ("EFTs") and Mobile Deposit Service involving your accounts.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, the primary accountholder may enroll in the Services and is responsible for the acts of any joint accountholder. Anyone enrolling represents that he or she is the primary 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 account holder. Any joint accountholder or an authorized user, acting alone, may effect transactions through the Services.

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

a. Online Banking Services. If we approve your application for the Online Banking service, you may use your web browser-equipped device to access your accounts. You must use your Password along with your member ID 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.centralwcu.org](http://www.centralwcu.org) and [digital.centralwcu.org](http://digital.centralwcu.org). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any data or communication service or your computer. At the present time, you may use the Online Banking Service to:

- Transfer funds between your accounts.
- Transfers may be made to another member's account.
- Review account balance, transaction history, and tax information for any of 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.
- Make stop payment requests and other transactions permitted by the Credit Union.
- Make change of address requests to your account
- Communicate with the Credit Union using the Secure Messaging feature.

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.

b. **Access to Accounts.** By using the Online Banking service, you certify you are an owner, joint owner or custodian 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 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.

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

i. **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.

ii. **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.

iii. **Electronic Instructions and Secure Messaging.** You agree that all electronic instructions that we receive through Online Banking, 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). However the Secure Messaging feature within Online Banking is a secure method of communication between you and the Credit Union.

## **2. Bill Payment Services.**

a. **Eligibility.** If you have an active account permitted for Pay A Bill, Bill payment Services at the Credit Union you may use the online or mobile bill payment service (the "Bill Payment Service").

b. Payment Dates. With the Pay A Bill, Bill Payment Service you can schedule a bill payment for a single one-time, future day or as a recurring payment. Any recurring payments scheduled to be delivered on Saturday, Sunday, or any holiday observed the Credit Union will be processed on the prior business day.

c. Use of Bill Payment Service. You must provide sufficient information about each bill payee to direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. While most payees can be paid through the Bill Payment Service, we reserve the right to refuse to pay certain payees. In this event, we will notify you that Bill Payment Service cannot be used for the payee. We do not recommend that you use bill payments to pay taxes, to make federal or court-ordered payments, to pay municipal or state utilities, or to settle any securities transaction and any such payments that you choose to schedule are at your own risk. The Credit Union will not be liable for any late fees, claims, or damages resulting from your use of the Bill Payment Service to make any of these types of payments. You can only make bill payments to payees with United States addresses.

d. Bill Payment Transfer Methods. Your Bill Payment Service payment will be made either by transferring funds electronically (Automated Clearing House or "ACH" transaction) or by sending a paper check to the payee. ACH transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments made by paper check will be debited to your account as any other personal check. If you authorize a recurring payment to any payee, those payments will continue until the specified end date unless you cancel the recurring payment or there is not a sufficient available balance to allow the payment. You assume the risk of loss due to an overpayment to the payee on any payment you initiate using the Bill Payment Service.

e. Funding Account. When you instruct us to make a payment through the Bill Payment Service, you must designate an active account from which that payment is to be made. The funding account must be an account that is accessible through the Services. If you do not have an active account, you may not use Bill Payment Service.

f. Scheduling Payments. The earliest possible Send Date and Deliver Date will be displayed in the Pay A Bill screen for each payee. In general, you will need to allow at least three (3) business days to ensure on-time payment for an ACH transaction and seven (7) business days if the payment is to be made by issuing and mailing a paper check to the payee. The Credit Union is not responsible for delays in the U.S. mail or for processing delays by the payee. The Credit Union is not liable for any late charges imposed by the payee except as otherwise provided under this Agreement.

g. Cancelling Payments. The Credit Union withdraws funds from the funding account on the Send Date. You may use the Bill Payment Service to cancel or edit any scheduled bill payment until we begin processing it.

h. Available Balance. You are responsible for ensuring there is a sufficient available balance in the funding account on the Send Date to cover the full amount of any payment you instruct us to make through the Bill Payment Service. The Credit Union will not complete a bill payment transaction if there is not a sufficient available balance in the funding account (including funds available through courtesy pay or automatic transfer feature) on the Send Date. If there is not a sufficient available balance in your funding account on the Send Date, no subsequent bill payments will be processed until there is a sufficient available balance in the funding account. Your account may be assessed a fee under the terms of the Account Agreement applicable to the funding account.

i. Expedited Bill Payment. For a separate fee, Expedited Bill Payment allows you to make a next day bill payment to certain payees by overnight check ("Expedited Bill Payment by Overnight Check"). Stop payments cannot be placed on Expedited Bill Payments. Expedited Bill Payments must be

requested by a certain cut-off time each day. Expedited Bill Payment will not be listed as an option for a payee if you are requesting a payment after that payee's cut-off time for the day. Overnight Checks can only be sent to valid street addresses in the continental United States; no check can be sent to a post office box or outside of the continental United States. Checks will be sent by a commercial overnight delivery service; the time of delivery will be dependent upon the delivery service.

j. eBills. eBills is a free service through which you can receive an electronic version of your bill ("eBill") from a participating payee ("Biller"). Once you sign up for the eBills service, the Biller may stop sending you paper bills. To sign up for the eBills service, you must first have an online account with the Biller. Then you need to enroll for the eBills service through our Bill Payment Service using the credentials you use to access your online account with the Biller. eBills can be viewed in the Pay A Bill area of the Services. You are solely responsible for maintaining current contact information, as well as usernames and passwords, with the Biller. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the eBills service for that Biller. The presentment of your first eBill may vary from Biller to Biller, depending on the billing cycle of each Biller. Each Biller may deny your request to receive eBills through the eBills Service at any time. We will make commercially reasonable efforts to present all your eBills promptly. In addition to notification within the eBills service, we may send an email notification to the email address listed for your account. It remains your responsibility to periodically log on to the Pay A Bill, Bill Payment Service and check on the delivery of new eBills. It remains your responsibility to keep your accounts with each Biller current. To cancel eBills, you should cancel eBills through our Pay A Bill, Bill Payment Service and contact each Biller to instruct such Biller to resume sending you paper statements. Cancellation may take up to sixty (60) days, depending on the billing cycle of each Biller. Any discrepancies or disputes regarding the accuracy of your eBills must be addressed with the appropriate Biller directly. You agree to indemnify and hold the Credit Union for any losses or claims arising from or related to your use of the eBills service.

Users who enroll to receive their eBill can choose to have their payment made automatically by enrolling in AutoPay.

k. Text and Email Alerts. You may request automated alert messages to be sent by text or email. We offer alert messages as a courtesy to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors many of which are out of our control. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Credit Union nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call the Credit Union's Customer Service.

### **3. Transfer Money (A2A)**

The following terms and conditions (the "Agreement") govern the Account to Account (A2A) service. You authorize the Credit Union to initiate credit and debit entries (each an "Entry") by means of the

Automated Clearing House (ACH) Network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association on your behalf. Each entry shall be pre-authorized and evidenced by a request initiated electronically as described herein, and will be received by a financial institution with which You have a deposit relationship (an "External Account")

- a. Transmittal of Requests for Entries by You. You shall transmit requests for transfers, either credit or debit Entries to Credit Union via the forms and formats accessible on the Credit Union's online banking web site (the "Website"). Before you will be permitted to submit any request for an Entry, You will be required to agree to this Agreement, and follow the procedures set forth on the Website to verify that you are authorized to transact business on the relevant External Account.
- b. Security Procedure.
  - i. You and Credit Union shall comply with the security procedure requirements with respect to Entries transmitted by You to Credit Union, as well as those required in connection with the On-line Services generally. You acknowledge that the purposes of such security procedures are for authentication and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Credit Union and You. Your verification that the Entry you submit on the Website is your agreement to take full and final responsibility for any and all errors relating to or concerning the Entry.
  - ii. You are responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of requests for Entries. You warrant that no individual will be allowed to initiate transfers on your behalf, in the absence of your supervision and safeguards. You agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Website, the Online Services, or otherwise provided by the Credit Union. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify Credit Union immediately.
- c. Compliance with Security Procedure.
  - i. If a request for an Entry (or a request for cancellation or amendment of an Entry) received by Credit Union is initiated by you or anyone you authorize to make transactions for you or to whom you provide your access code and information authorized by You, it will be conclusively deemed effective by Credit Union., and we shall initiate the Entry on your behalf and, except as limited by applicable law, You shall be obligated to pay Credit Union. The Credit Union will have acted in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such Entry. and if the password entered in connection with the on-line session associated with the initiation of a request for an Entry matches the password associated with Your Account on the Website. Such Entries are authorized and any subsequent entries made under such authority are deemed authorized unless you notify the Credit Union in writing that you have revoked such authority.
  - ii. If a request for an Entry (or request for cancellation or amendment of an Entry) received by Credit Union was transmitted or authorized by You, You shall pay Credit Union the amount of the Entry.

- d. Processing, Transmittal and Settlement by Credit Union. Except as provided Section e Rejection of Entries, Credit Union shall (i) process requests for Entries received from You that comply with this Agreement and the Rules, (ii) create Entries on your behalf, and serve as their Originator, as such is defined in the Rules, (vi) transmit such Entries as an Originating Depository Credit Union to the applicable Automated Clearing House ("the ACH") acting as an Automated Clearing House Operator, and (iii) settle for such Entries as provided in the Rules.
- e. Rejection of Entries. Credit Union may reject any request for an Entry which does not comply with the requirements of Section a, Transmittal of Requests for Entries by You, or Section b, Security Procedures. Credit Union may reject a request for an Entry for any reason, including without limitation any request for an Entry that fails to comply with its account balance obligations under Section i, The Account, or the security requirements and procedures on the Website or this Agreement. Credit Union shall notify you by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of such rejection no later than the business day such Entry would otherwise have been transmitted by Credit Union to the ACH or, it's Effective Entry Date. Credit Union shall have no liability to you by reason of the rejection of any such request for an Entry, any actual Entry or the fact that such notice is not given at an earlier time than that provided for herein. Credit Union may impose restrictions or terminate your ability to participate in the Service in the event of excessive returns or any other practice it deems to constitute a risk.
- f. Cancellation or Amendment by You. You shall have no right to cancel or amend any request for an Entry after its receipt by Credit Union. The Website will prompt you to verify the accuracy of each request prior to its transmission to Credit Union. However, if such request is pending, but not transmitted to the ACH, Credit Union shall use reasonable efforts to act on a request by you for cancellation or amendment of an Entry prior to transmitting it to the ACH but shall have no liability if such cancellation is not affected. You shall reimburse Credit Union for any and all expenses, losses, or damages Credit Union may incur in effecting or attempting to affect any request for an Entry, or the cancellation or amendment of an Entry.
- g. Notice of Returned Entries. Credit Union shall notify you by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing of the receipt of a returned Entry from the ACH no later than within a reasonable time after Credit Union receives such notice. Except for an Entry retransmitted by You in accordance with the requirements of Section a, Transmittal of Entries by You, Credit Union shall have no obligation to retransmit a returned Entry to the ACH if Credit Union complied with the terms of this Agreement with respect to the original Entry. You shall reimburse Credit Union for any and all expenses, losses, or damages Credit Union relating to or in connection with any returned Entry.
- h. Payment by You for Entries. You shall ensure the amount of each Entry transmitted to the ACH, for debit transactions with an External Credit Union, by Credit Union pursuant to this Agreement, is available in the applicable account at such time on the Settlement Date with respect to such Entry
- i. The Account. You shall at all times maintain a balance of available funds in the Account sufficient to cover your payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Your obligations under this Agreement, You agree that Credit Union may, without prior notice or demand, debit any account maintained by You with Credit Union or any affiliate of Credit Union or that Credit Union may set off against any amount it owes to You, in order to obtain payment of Your obligations under this Agreement.

- j. Account Reconciliation. Entries transmitted by Credit Union or credited to a Receiver's account maintained with Credit Union will be reflected on your periodic statement issued by Credit Union with respect to the Account pursuant to the agreement between Financial Institution and You. You agree to notify Credit Union promptly of any discrepancy between your records and the information shown on any periodic statement.
- k. Your Representations and Agreements; Indemnity. With respect to each and every request for an Entry initiated by You, You represent and warrant to Credit Union and agrees that (a) You are authorized to initiate such request for an Entry and hereby authorize Credit Union to initiate each Entry requested by you to initiate the crediting or debiting of the External Account on the Transfer Date shown on such request for an Entry, in the amount provided (b) such authorization is operative at all relevant times, including without limitation (i) at the time you establish the pre-authorization on the Website, (ii) at the time you request an Entry, and (ii) at the time of transmittal or debiting by Credit Union as provided herein, (c) requests for Entries transmitted to Credit Union by You are limited to those types of Credit Entries set forth in Section a, Transmittal of Entries by You, (d) You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, (e) You shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision making payment of an Entry by the Receiving Depository Credit Union of final settlement for such Entry, and (f) You shall comply with and perform all of your obligations described in any other applicable Agreement. You specifically acknowledge that you have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Credit Union shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry. You shall indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
- l. Credit Union Responsibilities, Liability, Limitations on Liability; Indemnity. In the performance of the services required by this Agreement, Credit Union shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. Credit Union shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any request for Entry received from You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Credit Union (including without limitation the return of an Entry by the applicable Receiver or Receiving Depository Credit Union), and no such person shall be deemed Credit Union's agent. You agree to indemnify Credit Union against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that the Credit Union is responsible for any act or omission of You or any other person described in this Section l.
- i. Without limiting the generality of the foregoing provisions, Credit Union shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's reasonable control.
- ii. Subject to the foregoing limitations, Credit Union's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the

period involved. At Credit Union's option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that Credit Union is responsible for any act or omission of you or any other person described in Section I

- m. Inconsistency of Name and Account Number. You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Credit Union to the Receiving Depository Credit Union may be made by the Receiving Depository Credit Union on the basis of the account number supplied by You, even if it identifies a person different from the named Receiver, and that Your obligation to pay the amount to the Entry to Credit Union is not excused in such circumstances.
- n. Notifications of Change. Credit Union shall notify you of all notifications of change received by Credit Union relating to requests for Entries transmitted by you by e-mail to your e-mail account associated with your access to the Website, by telephone, and/or in writing within a reasonable time after the receipt thereof.
- o. Notices, Instructions, Etc. Credit Union shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Website) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
- p. Evidence of Authorization. You agree that your authorization provided on the Website is conclusive evidence that with regard to each request for an Entry, You authorize and instruct Credit Union to submit Entries on your behalf, and that you are and continue to be authorized to transact business on each External Account, for which You have established a pre-authorization. In addition, you shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire.
- q. Cooperation in Loss Recovery Efforts. In the event of any damages for which Financial Institution or You may be liable to each other or a third party pursuant to the services provided under this Agreement, Credit Union and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
- r. Termination. You may terminate this Agreement at any time. Such terminate shall be effective on the second business day following the day of Credit Union's receipt of written notice of such termination or such later date as is specified in that notice. Credit Union reserves the right to terminate this Agreement immediately upon providing written notice of such termination to you. Any termination of this Agreement shall not affect any of Credit Union's rights and your obligations with respect to Entries initiated by you prior to such termination, or your payment obligations with respect to services performed by Credit Union prior to termination, or any other obligations that survive termination of this Agreement.

#### **4. Person-to-Person (P2P) Funds Transfer Service.**

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and the Credit Union or its designated third-party processor or service provider ("We", "Us"), in connection with Pay a Person, also known as P2P Payment, (the "Service") offered through

Credit Union's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a P2P Payment Instruction from one of your Eligible Transaction Accounts at Credit Union, to a Recipient's account at any U.S. Credit Union. Although the ACH Network is often used to execute P2P Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (P2P payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (the "Rules").

- a. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- b. Initiating P2P Payment Instructions. All P2P Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before you will be permitted to initiate a P2P Payment instruction, you will be required to agree to this Agreement, and follow the procedures set forth on the Site.
- c. Security Procedure.
  - i. You shall comply with the security procedure requirements with respect to P2P Payment Instructions initiated by you, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the P2P Payment Instruction.
  - ii. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of P2P Payment Instructions. You warrant that no individual will be allowed to initiate P2P Payments on Your behalf and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by us. If you believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, you agree to notify Credit Union immediately. The occurrence of unauthorized access will not affect any P2P Payments made in good faith by Credit Union prior to receipt of such notification plus a reasonable time period thereafter for Financial Institution to act on such notice.
- d. Compliance with Security Procedure.
  - i. If a request for a P2P Payment (or a request for cancellation or amendment of a P2P Payment) received by Financial Institution purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Financial Institution, and Financial Institution shall initiate the P2P Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Financial Institution the amount of such P2P Payment even though the P2P Payment (or request) was not authorized by You, provided Financial Institution accepted the P2P Payment in good faith and acted in
  - ii. Compliance with the security procedure referred to in this Agreement with respect to such P2P Payment. Financial Institution shall conclusively be deemed to

have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a P2P Payment matches the password associated with Your Account on the Site.

- iii. If a request for a P2P payment (or request for cancellation or amendment of a P2P Payment) received by Financial Institution was transmitted or authorized by You, You shall pay Credit Union the amount of the P2P Payment, whether or not Credit Union complied with the security procedure with respect to that P2P Payment and whether or not that P2P Payment was erroneous in any respect or that error would have been detected if Credit Union had complied with such procedure.

e. Payment Authorization and Remittance.

- i. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the P2P Payment Instructions that we receive through the Service.
- ii. When we receive a P2P Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your P2P Payment Instruction could not be completed.
- iii. We will use reasonable efforts to complete all your P2P Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the P2P Payment Instruction or the P2P Payment Instruction would exceed the credit limit of your overdraft account;
  - 2. The Service is not working properly, and you know or have been advised by us about the malfunction before you execute the P2P Payment Instruction;
  - 3. The payment is refused or returned by Recipient or Recipient's Credit Union,
  - 4. You have not provided us with the correct information, including but not limited to the correct P2P Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a P2P Payment Instruction; and/or
  - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the Credit Union or interference from an outside force) which prevent the proper execution of the P2P Payment Instruction.
- iv. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the P2P Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the P2P Payment Instruction), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.

- v. You agree that your authorization provided on the Site is conclusive evidence that with regard to each P2P Payment, You authorize and are empowered to authorize Us to submit the P2P Payments on your behalf
- f. Your Representations and Agreements; Indemnity. With respect to each and every request for a P2P Payment initiated by You, You represent and warrant to Us and agree that:
- i. You are authorized to initiate such request for a P2P Payment and hereby authorize Us to initiate each P2P Payment requested by you in the amount provided that:
  - ii. Such authorization is operative at all relevant times, including without limitation
    - 1. At the time you establish the pre-authorization on the Site,
    - 2. At the time you initiate a P2P payment, and
    - 3. At the time of transmittal or debiting by us as provided herein
  - iii. Your P2P Payments are not prohibited as set forth in Section g,
  - iv. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and
  - v. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
- g. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- i. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
  - ii. Payments that violate any law, statute, ordinance or regulation;
  - iii. Payments that violate the Acceptable Use terms
  - iv. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
  - v. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or

greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;

- vi. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
- vii. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- viii. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we or our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section g above of any violations of this section or the Agreement generally.
- h. Our Responsibilities, Liability, Limitations on Liability; Indemnity. In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by you pursuant to this Agreement, and any other applicable agreement or authorization provided by you, and shall not be responsible for the accuracy or completeness thereof. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any P2P Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a P2P Payment by the applicable Receiver or Receiving Depository Credit Union).
  - i. Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our reasonable control.
  - ii. Subject to the foregoing limitations, our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that we are responsible for any act or omission of you or any other person described in Section 5a.

- i. Inconsistency of Name and Account Number. You acknowledge and agree that, if a P2P Payment describes the Receiver inconsistently by name and/or account number, P2P Payment may be made by the Receiving Depository Credit Union on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the P2P Payment to Us is not excused in such circumstances
- j. Notices, Instructions, Etc. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
- k. Cooperation in Loss Recovery Efforts. In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
- l. Text and Email Alerts. You may request automated alert messages to be sent by text or email. We offer alert messages to notify you of a variety of events and circumstances. We may make new alerts available from time to time or discontinue old alerts. The frequency with which you will receive alert messages depends on the number and types of alerts you request and on whether you enter into an account transaction that triggers an alert. Alert messages will be sent to the mobile phone number or email address you have specified. Alert messages may be delayed or prevented by a variety of factors. We neither guarantee the delivery nor the accuracy of the contents of any alert. We will not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.
  - i. General Provisions for All Text Alerts. By requesting text services, you agree that we may send text messages to the mobile phone number you specified. Text alerts are supported by most mobile carriers, including Verizon Wireless, AT&T, Sprint, T-Mobile®, MetroPCS, Boost, Virgin Mobile, U.S. Cellular®, and others. Neither Credit Union nor the applicable mobile carrier is liable for delayed or undelivered messages. Your mobile carrier's message and data rates may apply. Message frequency varies based on user activity. If you have questions about Alerts, call Credit Union Customer Service.

## **5. Mobile Banking Services.**

Mobile Banking is a personal 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.centralwcu.org](http://www.centralwcu.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.

- a. Use of Services. At the present time, you may use the Mobile Banking Service to:

- View account balance, transaction history, and tax information for any of your accounts;
- Transfer funds between your Savings, Checking, or Loan accounts;
- Make Bill payments, view or edit pending payments and payment history using the Bill Payment Service;
- Use Secure Messaging service to send and receive secure communications with the Credit Union; and
- View our Branch Office and ATM locations (Mobile Banking Apps only, not available with our Mobile Web 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.

- 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.
- d. Mobile Banking Service Limitations and Conditions. When you use the Mobile Banking service to access accounts, you agree to the following limitations and conditions:
- i. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating 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.

ii. 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.

iii. 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.

iv. 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.

v. 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 attorney 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.

vi. 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.

vii. 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.

## **6. Text Banking Services.**

Text Banking is a personal 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 supported devices that allow texting. You agree and understand that Text 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 is posted on the Text Banking page at [www.centralwcu.org](http://www.centralwcu.org).

- a. **Use of Services.** At the present time, you may use the Text Banking Service to view account balances, view transaction history and transfer funds between any of your accounts which you have designated for use with the Text Banking Service. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider. You agree that each message is sent to you without being encrypted and will include certain information requested on your accounts. We provide this service as a convenience to you. We do not use text messaging for any purpose not included in the Service and will not respond to text messages sent to us that do not comply with appropriate action codes.
- b. **Your Responsibilities.** You are responsible for all fees and charges related to text messaging imposed by your wireless service provider. Notify us immediately of any changes to your mobile device. In case of unauthorized access to your mobile device or Service, you agree to cancel enrollment associated with the mobile device immediately. You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. We will not be liable to you for special, indirect or consequential damages. You agree to indemnify, defend, and hold us harmless from any third party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own. We reserve the right to modify the scope of the Text Banking services at any time.

## **7. Security of Password.**

The Password is your personal identification code you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password or Wireless Device for Mobile or Text Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use the Online Banking, Bill Payment Mobile or Text 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 Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union 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 change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

#### **8. Member 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 Online Banking, Bill Payment, Mobile Banking or External Funds transfer 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:

- (541) 928-4536 or (800) 950-4536 (toll free) or

- Write the Credit Union at: Central Willamette Credit Union, PO Box D, Albany, OR 97321.

## **9. Business Days.**

Our business days are Monday through Friday from 9:00am – 6:00pm. Saturdays from 9:00am – 1:00pm. Holidays are not included. Business days for Bill Payment and Mobile Deposit services do not include Saturday.

## **10. Fees and Charges.**

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

- Online Banking Service. There is no fee for Online Banking.
- Bill Payment Service. There is no fee for Bill Payment Services. Fees for NSF, stop payments and expedited funds transfers apply as outlined in the Rate and Fee Schedule.
- External Funds Transfer Service. There is no fee to initiate standard outbound external funds transfers. We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service. There may be a charge for any failed transaction due to insufficient funds or rejection or reversal of transaction by your funds transfer accounts institution.

## **11. Transaction Documentation.**

Transactions submitted through Online Banking, Bill Payment Mobile Banking, Text Banking or External Funds Transfer services will be recorded on your monthly statement sent to you by mail or eStatements if you have requested eStatements.

## **12. 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.centralwcu.org](http://www.centralwcu.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; or
- If you give us your express written permission.

## **13. 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 account or Password, you have not properly followed any applicable service or Credit Union user instructions for making Online Banking, Bill Payment, Mobile or Text Banking or External Funds 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 or Text 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**

**14. Termination of EFT Services.**

You agree that we may terminate this Agreement and your Online Banking, Bill Payment, Mobile or Text Banking or External Funds Transfer services, if you, or any authorized user of EFT services or Password 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. In addition, we reserve the right to terminate the service if you fail to use the service for more than two consecutive billing cycles. 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.

**15. Amendments.**

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. 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 this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**16. Statement Errors on Consumer Accounts.**

In case of errors or questions about your EFT transactions, contact us by: telephone at the phone number set forth in Section 7 or write us at the address set forth in Section 7, 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 member 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, 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.

## 17. Mobile Deposit Services.

By using the Mobile Deposit Service ("Service") or by electronically accepting these Mobile Deposit Terms and Conditions ("Agreement") on the Mobile Deposit Enrollment page within Online Banking or Mobile Banking, 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.

i. 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, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

ii. Funds Availability. Generally, funds from items deposited through the Service will be available on the business day the item is processed, subject to funds availability. Business days are considered Monday – Friday, prior to 4:00pm PST excluding holidays. 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.

iii. 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.

i. Member Account. 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.

ii. 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.

iii. Deposit Requirements and Limits. You agree that you will only use the Service to deposit checks drawn on Credit Unions 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 4:00pm PST on business days, excluding Saturday. Any deposits made after the cut will be processed the next business day.

iv. Responsibility for Check Endorsement. For all mobile check deposits, you must endorse the original paper check with your name and providing: "FOR MOBILE DEPOSIT ONLY AT CWCU". 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

i. 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 a.ii. 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. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

ii. 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.

iii. 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 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.

iv. 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.

v. 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 Credit Union upon thirty (30) days written notice to 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.

i. 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.

ii. 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.

iii. 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.

iv. 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.

g. 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.

h. Modification of Mobile Deposit Services.

Credit Union reserves the right to modify the Service from time to time without making prior notice to Member, provided, however, that Credit Union will give you at least thirty (30) days' notice prior to making any modifications to the Service that would materially alter their functionality.

**18. 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 Oregon 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 Oregon 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.