

# Electronic Consent, and Online/Mobile eBanking

**Northwest Community Credit Union, a division of TwinStar Credit Union**

*Effective June 12, 2023*

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

By submitting an application or online enrollment, you agree to the following terms and conditions governing your and our rights and responsibilities concerning: Online Banking, Bill Payments, Mobile eBanking, TouchTone Teller, Text Banking, External Funds Transfers, Debit/ATM Card services, direct deposit and electronic check transactions (collectively referred to as Electronic Funds Transfers "EFTs") and Mobile Deposit (My Deposit & Remote Deposit Capture) Service involving your accounts (collectively "Electronic Services" or "Services").

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement. For consumer accounts, each legal accountholder may enroll in the Services and is responsible for the acts of any joint accountholder. 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 affect transactions through the Services.

## 1. Hardware Requirements.

For Website and eBanking Services, you must have a computer with access to the Internet through an Internet Service Provider (ISP). You need an operating system (Microsoft® Windows 7 or higher, or Mac Operating System X 10.10 or higher) and a browser (Google® Chrome, Mozilla® Firefox, Apple® Safari 9 or higher, or Microsoft® Edge). The Credit Union is not responsible for any loss, damage or claim caused by any Internet Service Provider (ISP), software, computer equipment, computer communication equipment, device, or cellular or Internet connectivity. Adobe Acrobat Reader may be required to access supporting documents or promotional materials. You can get Adobe Acrobat Reader at <https://get.adobe.com/reader/>.

For Mobile eBanking Services, you must obtain the Credit Union Mobile App from your device's App store (e.g., Apple App Store or Google Play). To use My Deposit Services, you must also have scanning equipment and software. To use Remote Deposit Capture Services, you must also have a supported mobile device with a camera. You also must provide, at your own expense, all necessary computer equipment and software, and Internet access (Wi-Fi) or cellular connectivity (cell data) required to use the Services. Data rates may apply, contact your carrier for details.

If there is a change in the hardware/software requirements associated with a Service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your responsibility to assure your personal computer, mobile device, and related equipment is compatible with and capable of operating in a manner that allows you to utilize the Services. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your participation in the Service.

## 2. eBanking and Mobile Banking Services.

**a. Online Banking Services.** Upon approval for the Online Banking service, you may use your web browser-equipped device to access your accounts. You must use your Password along with your member login 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.nwcu.com](http://www.nwcu.com). 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 savings, checking and loan 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 loan payments.
- Make bill payments using the Bill Payment service.
- View statements
- 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 that you are an owner, joint owner or custodian on the accounts represented in your online banking

enrollment. You will be provided your own individual login for the Online Banking service, which will provide you access to the accounts in which you are an owner, joint owner or custodian on. We advise that you do not share your login Password or login ID, or Access Code with anyone. If you do, you will be responsible for any and all transactions that person performs. The Credit Union will not assist or provide online banking support to anyone you share your online banking ID, Password, or Access Code with. You agree that by using any third-party service to access your accounts, including any Credit Union approved third party-vendors, you will remain subject to the terms and conditions of those agreements, and this Agreement does not amend or supersede any of those agreements.

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

*Transfers.* You may make funds transfers to other accounts of yours as often as you like. However, transfers from your savings and money market accounts will be limited to a total of six in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. Funds transferred into your account via the eBanking Service may not be immediately available for use. Internal transfers initiated through online banking before 9:00 p.m. (Pacific Standard Time) on a business day are posted to your account the same day. Transfers completed after 9:00 p.m. (Pacific Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Transfers made after 7 PM will be processed on the following day.

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

*Electronic Instructions and Secure Messaging.* You agree that all electronic instructions that we receive through Online Banking, 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. The

Secure Messaging feature within Online Banking is a secure method of communication between you and the Credit Union.

**3. Bill Payment Service.** The Bill Payment services are offered to consumer and business users. When you use the bill payment service (“Bill Pay”) you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution. Your enrollment in Bill Pay may not be fulfilled if we cannot verify your identity or other necessary information. In order to verify ownership of the Payment Account(s), we may issue offsetting debits and credits to the Payment Account and require confirmation of these transactions from you. Through your enrollment in Bill Pay, you agree that we may request and review your credit report from a credit reporting agency. In addition, you agree that we may obtain financial information regarding your account from a payee or your financial institution to resolve payment posting problems or for verification.

**a. Service Access.** Upon approval, you may use your personal computer to access your accounts. You must use your Login ID along with your password and any required security codes to access your accounts. Online Banking credentials are individually owned. The Bill Payment service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union’s Bill Payment services may not be available due to system maintenance. You will need an Internet Enabled Device and an appropriate web browser (such as Safari, Google Chrome or Microsoft Internet Explorer). You are responsible for the installation, maintenance and operation of your computer or other access device. The Credit Union will not be responsible for any errors or failures involving any internet service provider, telephone service or your equipment.

Refer to the Northwest Community Credit Union Bill Pay Terms and Conditions agreement for full explanation of services and limitations.

**4. Mobile eBanking Services.** Mobile eBanking 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 eBanking services at any time. We reserve the right to refuse to make any transaction you request through Mobile eBanking. You agree and understand that Mobile eBanking 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 eBanking is posted on the Mobile eBanking page on our website at [www.nwcu.com](http://www.nwcu.com). When you register for Mobile eBanking, designated accounts and payees (or billers) linked to your account through Online Banking will be accessible through the Mobile eBanking service.

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

- Review account balance and transaction history 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 Pay Service, and
- Use Secure Messaging service to send and receive secure communications with the Credit Union.

Mobile eBanking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile eBanking before you actually do so, and you use Mobile eBanking 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 Credit Union Mobile App required to use the Service. The Mobile App 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 eBanking service, the Software or your wireless device. You may experience technical or other difficulties related to the Mobile eBanking service that may result in loss of data, personalization settings or other Mobile Access service interruptions. We assume no responsibility for the timeliness, deletion, mis delivery or failure to store any user data, communications or personalization settings in connection with your use of the Mobile eBanking 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 eBanking service. Financial information shown on the Mobile eBanking service reflects the most recent account information available through the Mobile eBanking 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. Access to Accounts.** By using the Online Banking service, you certify that you are an owner, joint owner or custodian on the accounts represented in your online banking enrollment. You will be provided your own individual login for the Online Banking service, which will provide you access to the accounts in which you are an owner, joint owner or custodian on. We advise that you do not share your login Password or login ID, or Access Code with anyone. If you do, you will be responsible for any and all transactions that person performs. The Credit Union will not assist or provide online banking support to anyone you share your online banking ID, Password, or Access Code with. You agree that by using any third-party service to access your accounts, including any Credit Union approved third party-vendors, you will remain subject to the terms and conditions of those agreements, and this Agreement does not amend or supersede any of those agreements.

**c. Relationship to Other Agreements.** You agree that when you use Mobile eBanking, 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 eBanking (for example, your mobile service carrier or provider may impose data usage or text message charges for your

use of or interaction with Mobile eBanking, including while downloading the Software, receiving or sending Mobile eBanking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile eBanking), 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 eBanking, you will contact us directly.

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

*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 eBanking. You represent and agree that all information you provide to us in connection with Mobile eBanking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile eBanking service. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

*Additional Service Limitations.* Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile eBanking. These difficulties may result in loss of data, personalization settings or other Mobile eBanking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis delivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile eBanking. 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 eBanking. You agree to exercise caution when utilizing the Mobile eBanking application on your Wireless device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile eBanking reflects the most recent account information available through Mobile eBanking 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.

**5. External Transfer Services.** The External Transfers Service enables you to transfer funds: (i) between your Accounts that you maintain with us; and (ii) between your Account(s) that you maintain with us and your Account(s) that are maintained by other financial institutions. By enrolling in external transfer services, you agree to the following service terms and conditions. There is a 90-day waiting period for Service eligibility and use from the date of your enrollment. By using compatible and supported devices, the Service allows you to electronically transfer funds from your account with us to your account at another financial institution, or from your account with us to other individuals' accounts. You must have Online Banking to use the Service. The Service is only available for accounts at U.S. financial institutions and funds are transferred in U.S. dollars. We reserve the right to modify the scope of external transfer services

at any time. We reserve the right to refuse to make any transaction you request through the Service.

#### a. Transfer Services

**Transfer Authorization and Processing.** You represent and warrant that you are the sole owner (and not a joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts. You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

**Transfer Methods and Amounts.** The amount of money you can transfer through the Service is limited to a total of \$3,000 per day and a maximum of \$12,000.00 per month. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us. The cutoff time for transfers is 2pm Pacific Time and transfers scheduled after that cutoff will be processed the following business day. External transfers will be processed on the scheduled transfer date.

**Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

**Stop Payment Requests.** If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**Failed or Returned Transfers.** In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. You will reimburse us immediately upon demand the transfer amount that has been returned to us. You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your Transaction Account to cover the requested transfer or if we cannot otherwise collect the funds

from you. You hereby authorize us to deduct these amounts from your designated Transaction Account by ACH debit.

**Refused Transfers.** We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

**Returned Transfers.** In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

**Your Responsibilities for Accurate Information.** Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate.

**6. Zelle.** Credit Union members may enroll in and use Zelle to send one-time transfers to Credit Union members or depositors of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's mobile device number. You may originate these Transfers by use of a computer or a mobile device. Recipients can receive funds through their participating Financial Institution or by downloading and enrolling in the Zelle stand-alone app. To use this Service, you are providing information to our Service Provider from your mobile device, desktop, laptop, or other computer device. Service Provider is a vendor of the Credit Union.

**a. User of Services.** Credit Union members who have not caused a loss to the Credit Union, are 18 years of age and older, enrolled in Bill Pay, and have an eligible checking account, are able to use this Service to send funds to a Recipient. Other Restrictions and Eligibility Requirements may apply as described in this Agreement or other disclosures. By using this Service, you represent that you meet these requirements.

**b. Transfer Services** You may make one-time Transfers, Send, Request, or Split funds by enrolling for this Service in eBanking. The Sender provides the Recipients email address or mobile device number, and the Services uses this information to notify the Recipient. A Recipient must accept the transfer within 14 calendar days, or the Transfer will be cancelled and reversed. During this period funds will be removed from the Sender's Account in the amount of the transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipients financial institution for deposit. Funds may be credited immediately, or processed within 3 business days, depending on type of receiving account. If the Sender and Recipient are both Credit Union members, Transfers will be immediately debited from the senders account and reflected in the Recipients account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from



the Senders account and will be delivered to immediately to the Receivers accounts. If the Sender is enrolled in the service and the Receiver is not, funds will be immediately debited from the Senders account and delivered to the Recipients financial institution only after the Recipient enrolls in the Service through the stand alone Zelle app and claims the funds. The Credit Union is not responsible for any failure of another institution to timely credit its customers' accounts. Other Restrictions and Terms of Service apply as described in the Zelle Terms of Service presented at time of enrollment in the Service.

**7. TouchTone Teller Service.** Upon approval for the Touchtone Telephone service for your accounts, you must designate a separate access code. You must use your access code along with your member number to access your accounts. At the present time you may use the service to:

- Obtain balance, withdrawal, cleared check information on your accounts.
- Transfer funds between your savings, checking, and loan accounts as allowed, including loan payments.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed via a touchtone telephone only. Not all pushbutton phones are touchtone. Converters may be purchased for pulse and rotary dial phones. The service will be available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. There is a limit of \$2000 on any check transfers. There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a share or money market account. Transfers from your savings or money market account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

**8. 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.

**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.

## 9. Account Access & Authorizations.

**a. Initial Access.** After you have successfully enrolled in the Online or Mobile eBanking service, you may log on to the service, using your Login ID and Password, and one time Secure Access Code ("SAC").

**b. Password and Secure Access Code.** The Password you chose for the Online and Mobile eBanking services is for your security. The Password is confidential and should not be disclosed to third parties or recorded. You are solely responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password, you understand that person may use the service to review all of your account information and make account transactions. You must receive and confirm a Secure Access Code at your first login and each subsequent login using an unregistered device. The Secure Access Code is good for one use, and is delivered to the phone, email, or SMS you establish as a secure access target. You agree not to disclose or otherwise make your Secure Access Code available to anyone. If you authorize anyone to have or use your Secure Access Code, you understand that person may use the service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to have or use your access code or internet enabled device, you understand that person may use the Online Banking, Bill Payment or Mobile eBanking service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions.

c. **General Authorization.** If you authorize anyone to use your access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of your access code, you are responsible for any losses resulting from such failure and may terminate your services immediately.

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

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

a. **Liability on Business Accounts.** For business Accounts, you understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every online banking session and close your browser to ensure confidentiality.

b. **Liability on Consumer Accounts.** For EFT transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions you authorize using any EFT services. For consumer Accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to use your Password, you are

responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has used your Password and accessed your accounts without your authorization. For EFT transactions, if you notify us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not notify us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500

If your statement shows EFT transactions that you did not make, notify us immediately. If you do not notify us within sixty (60) days after the statement was mailed to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from notifying us, we may extend the time period.

If you believe your Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

(541) 747.4231 or 800.452.9515 (toll free) or write the Credit Union at: Northwest Community Credit Union, PO Box 10607, Eugene, OR 97440.

**11. Business Days.** Our business days are Monday through Friday 8:00am – 6:30 pm. Saturdays from 10:00am – 2:00pm. Holidays are not included. Business days for Bill Payment Service does not include Saturday.

**12. 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.

### 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 eBanking, Bill Pay, and Mobile transactions.

- If your personal computer malfunctioned or the phone lines were not working properly or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a Bill Pay, Online Banking or Mobile eBanking 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. Mobile Deposit (My Deposit & Remote Deposit Capture) Services.** By using the Mobile Deposit Service (“Service”) or by electronically accepting these Mobile Deposit Terms and Conditions (“Agreement”) on the Mobile enrollment page within Online Banking or Mobile eBanking, 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 allows you to scan paper checks (“Original Checks”) from your desktop (“My

Deposit”), or to photograph them with the camera on your mobile device (“Remote Deposit Capture”) and electronically deliver the images and associated deposit information (“Check Images”) to the Credit Union or our processor for deposit into your Credit Union account. New Credit Union members are eligible to use the Mobile Deposit Service 90 days following enrollment to eBanking. The Mobile Deposit service is subject to the following terms and conditions and to the instructions, rules and terms provided to you via a link within the service and incorporated by reference herein.

#### a. Mobile Deposit Access.

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

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

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

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

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

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

**Deposit Requirements and Limits.** You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. For checks not falling within this requirement you must deposit those checks in person, using a night drop facility or by U.S. Mail. You agree that each check you deposit through the Service will meet the image quality standards directed in the application. Remote Deposit Capture limits are \$5,000.00 per Item and \$5,000 rolling weekly limit. A “Rolling Week” starts at the time of the deposit, and ends after 7 full days (example: if a deposit is made on Monday, your Rolling Week ends after the following Monday). We reserve the right to change your Rolling Week limit at any time. If your limit is changed you will be notified at least 30 days in advance of the limit change going into effect. The deposit cut-off time is 3:00pm PST on business days, excluding Saturday. Any deposits made after the cut will be processed the next business day. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

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

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

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

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- That each check has not been altered.

In the event you breach any of these representations or warranties, you agree to defend, indemnify and hold Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

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

**Account Reconciliation.** You will verify and reconcile any out-of-balance condition, and promptly notify the Credit Union of any errors within the time periods established in the Membership and Account Agreement after receipt of your account statement. If notified within



such period, the Credit Union shall correct and resubmit all erroneous files, reports, and other data at the Credit Union's then standard charges, or at no charge, if the erroneous report or other data directly resulted from the Credit Union's error.

#### c. Credit Union's Obligations.

**Financial Data.** 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.

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

**Exception Items.** When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("Exception Item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any Exception Items. You agree that if you wish to attempt to deposit any Exception Item to any of your accounts with Credit Union, you will only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if you do not initially identify an electronic image as an Exception Item, the substitute check created by the Credit Union there from may nevertheless be returned to Credit Union because, among other reasons, the electronic image is deemed illegible by a paying bank. Credit Union's failure to identify an Exception Item shall not preclude or limit your obligations to Credit Union.

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

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

**d. Services Fees.** Currently there is no monthly fee for the Mobile Deposit Service. You agree to pay all fees and charges for deposit services as set forth on the Rate and Fee Schedule. All Service Fees are subject to change by 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 DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

#### f. Credit Union's Liabilities.

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

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

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

**Limitation.** Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service 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.
- You fail to report timely any error or discrepancy reflected in an account statement prepared by Credit Union.
- You fail to report a breach of a security procedure.

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

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

**15. Termination of Electronic Services.** You agree that we may terminate this Agreement and your Electronic Services, if you, or any authorized user of the account, Service or Access code breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Password. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**16. Amendments.** The Credit Union reserves the right to change the terms and conditions upon which the Electronic Services are 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 these Electronic Services are subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**17. 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.