

Electronic Services Agreement – Legacy Business

STCU | P.O. Box 1954, Spokane, WA 99210-1954 | 509.326.1954 | 800.858.3750 | stcu.org

This Agreement is the contract which covers your and our rights and responsibilities concerning Business Electronic Services offered to you by Spokane Teachers Credit Union ("Credit Union"). In this Agreement, the words "you" and "yours" mean the business organization enrolling for or using an electronic service. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union.

By signing the Account Card, completing and transmitting an online Account Card or service request, signing or using an EFT service or access device, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments and certify that the services are intended for business purposes only. Electronic funds transfers ("EFTs") are electronically initiated transfers of money through direct deposits, automated teller machines ("ATMs"), Point of Sale ("POS") terminals, Debit Card, Telephone Banking, Online Banking, Bill Pay, Mobile Banking and Mobile Deposit transactions involving your deposit accounts at the Credit Union.

I. MEMBERSHIP AND ACCOUNTS

1. Automated Teller Machine Services (ATMs)

- a. *ATM Transactions.* Upon approval, you may use your Debit Card and your Personal Identification Number ("PIN") in automated teller machines of the Credit Union and the ATM network, CO-OP, PLUS and such other machines or facilities we may designate. At the present time, you may use your Card to make the following transactions on your accounts:
 - Withdraw cash from your savings and checking accounts.
 - At designated ATMs to make deposits, inquiries, or transfers between your savings and checking accounts.
 - Other transactions as offered and permitted in the future.
 - Some of these services may not be available at all ATMs.
- b. *ATM Service Limitations.*
 - i. *Cash Withdrawals.* There is a limit on the number of withdrawals you may make at Credit Union ATMs and nonproprietary ATMs of 25 withdrawals per day. However, you may be charged a fee as set forth on the Fees Schedule. You may withdraw up to \$1010.00 (if there are sufficient funds in your account) per calendar day at any authorized ATM, subject to our security limits and any limits on each ATM.
 - ii. *Transfers.* You may transfer between your savings and checking accounts up to the balance in your accounts at the time of the transfer at available locations.
 - iii. *Deposits.* The servicing and processing schedule of ATMs may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to the Credit Union's Funds Availability Policy.

2. Debit Card Purchases

You may use your Debit Card to purchase goods and services any place your Card is honored by participating merchants, including Point of Sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant or may terminate all services under the Agreement.

There is a limit on the number of POS purchase transactions you may make by Card of 25 transactions per day. No purchase may exceed the available funds in your account. You may make POS purchases up to a maximum amount of \$5,000.00 per calendar day. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds or lower an account below a required balance. 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.

3. Conditions of Card Use

The use of your Debit Card and Account are subject to the following conditions:

- a. *Ownership of Cards.* Any Card or other device which we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card), immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness.
- b. *Honoring the Card.* Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- c. *Security Access Code.* The personal identification number or access code that you select is for your security purposes. An access device or "Mobile Device" means a smartphone, tablet, or any other hand held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number ("Digital Card Number") and use that Digital Card Number to make debit card transactions. You should secure Mobile Devices the same as you would your cash, checks, credit cards, and other valuable information. We encourage you to password protect or lock your Mobile Device to help prevent an unauthorized person from using it. If you authorize anyone to use your access device with your stored debit card number 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. Access codes are confidential and should not be disclosed to third parties or recorded on or with the Card or account information. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Online Banking 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 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 these access codes and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

- d. **Foreign Transactions.** Purchase and cash advance transactions made in or with merchants located in foreign countries or in foreign currencies will be billed to you in U.S. dollars. The currency conversion rate for international transactions is a rate selected by our card network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the card network itself receives or the government-mandated rate in effect for the applicable central processing date. In addition, we may charge you a Foreign Transaction Fee of 2% of the settled transaction amount in U.S. dollars for all purchase transactions made in a foreign currency or transactions with merchants located in a foreign country, regardless of currency conversion.
- e. **Illegal Use of Internet Gambling.** You agree that all transactions that you initiate by use of your Debit Card are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Debit Card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with the Debit Card.
- f. **Non-Mastercard Checking Transactions Processing.** We have enabled non-Mastercard debit transaction processing. This means you may use your Debit Card on a PIN-Debit Network* (a non-Mastercard network) without using a PIN. The non-Mastercard debit network(s) for which such transactions are enabled are the STAR Network. Examples of the types of actions that you may be required to make to initiate a Mastercard transaction on your Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Mastercard transactions are not applicable to non-Mastercard transactions.

4. Telephone Banking Service

If we approve the telephone banking service for your accounts, you will select a personal six digit access code. You must use your access code along with your account number to access your accounts. At the present time you may use the telephone banking service to:

- Transfer funds between your savings, checking, and loan accounts, including loan payments and transfer funds to accounts of other members, as authorized.
- Obtain balance information on your account.
- Verify the last date and amount of your deposit.
- Determine if a particular draft or check has cleared your account.
- Obtain balance and payment information on loan accounts.
- Other transactions as offered and permitted in the future.

Your accounts can be accessed under the telephone banking service. Telephone banking service will be available for your convenience seven days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are limitations on transactions you make per telephone calls. For security purposes, there are limits on the frequency and amount of transfers you may make using the Telephone Banking Service.

While there is no limit to the number of inquiries, transfers from a savings account will be limited to six (6) in any one (1) month. If a transfer request would exceed the transfer limitations, the Credit Union will impose a fee. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, or lower an account below a required balance. All checks are made payable to the business and mailed to the business address of record. 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. The system will discontinue service after five unsuccessful attempts to enter an access code.

5. Online Banking

- a. **Online Banking Transactions.** For the Online Banking Service, you may use your web browser-equipped device to access your accounts. You must use your access code 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 Online Banking Service is www.stcu.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 savings, checking and loan accounts.
- Transfer funds to accounts of other members.
- Review account balance, transaction history, and tax information for any of your accounts.
- Review information on your loan accounts including payoff amounts, due dates, finance charges, interest rates, and balance information.
- Review certificate information of yours.
- View online statements, online cleared check images or secure messages of yours.
- Make bill payments through Billpay.
- Download account transaction information into accounting software programs.
- Issue stop payment orders on checks.
- Update your address, email, phone number and establish electronic alerts.
- Re-order checks.
- Other transactions as offered and permitted in the future.

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

- b. **Online Banking 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. However, transfers from your savings 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. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below a required balance. If a transfer request would exceed the transfer limitations set forth above in any statement period, the Credit Union will impose a fee.
 - 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, or mobile deposits and our Funds Availability Policy.
 - iii. **E-Mail.** You may use the secure E-mail to send messages to us. E-mail may not, however, be used to initiate transactions on your account or stop payment requests. The Credit Union may not immediately receive E-mail communications that you send and the Credit Union will not take action based on E-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding any unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 13.
- c. **Enrollment in Services; Accounts Which Can Be Accessed.** In order to enroll in and use the Services, you should engage the self-service online process at www.stcu.org. Within each login STCU automatically aggregates accounts associated with a particular membership. Linking accounts from other memberships to a login may require additional steps. By enrolling in the Services, you authorize us to process transactions for you as requested by you or your representative from time to time, and you authorize us to post transactions to your account(s) as directed. You further authorize us to make automatic payments in such manner as you direct.
- d. **Electronic Instructions.** You agree that all electronic instructions that we receive on the online banking site 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.

You agree (to the maximum extent permitted by law) to hold us harmless and protect and indemnify us from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by us pursuant to or in accordance with any and all electronic instructions for which we have attempted to verify your identity as set forth above.

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).

Instead, we recommend all communication be sent via secure messaging through the "Secure Messages" section of the online banking site. Secure messages you receive through the Service are available online for up to 180 days, unless you delete them before then. For account transactions, please use the appropriate functions available through the Services or call us at (800) 858-3750.

- e. **Alerts.** Online banking offers both automated system alerts and opt-in alerts. System alerts are sent to your registered e-mail address or telephone number for security purposes to authenticate your identity. Some of these alerts are part of the Service and are not optional. In addition to security alerts, you may choose to receive additional alerts regarding other information delivered by secure messaging, e-mail or telephone. You will be asked to provide contact information when you sign up for the alert. By signing up to receive any opt-in alerts, you represent and warrant to us that the e-mail addresses or telephone numbers you provide are owned by you or authorized by the rightful owner to be used by you. You consent to delivery of such opt-in alerts, in the format selected, to the contact telephone numbers by text message, or e-mail addresses you identify or provide. You are responsible for maintaining, in the Service, any changes to your e-mail addresses and telephone numbers to which alerts are sent. To stop receiving any optional alerts, log into online banking and in the Alerts section select the alert you would like to delete. Your full account number will not be included in any alert. However, alerts may contain information about your accounts. Information, including but not limited to, account balances and payment due dates may be included in the alert, depending on the specific type of alert or how you configure it. Anyone with access to your e-mail, mobile device, and/or telephone services may be able to access the contents of alerts. It is your responsibility to secure these devices, protect your Member ID and password, and provide timely information about telephone or e-mail contact changes in order to protect the confidentiality of this information. You consent to any disclosures by us which may occur if you do not take appropriate steps to prevent access to your information by unauthorized persons.

We endeavor to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or accuracy of the contents of any alerts. Alert balances will not reflect pending transactions. If you require additional details about a transaction you can log into online banking or call us at (800) 858-3750. You agree we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of any alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

- f. **Transfers.** Online transfers include (i) internal transfers, (ii) member-to-member transfers, and (iii) external transfers.

"Transfers" shall mean any combination of Internal Transfers, Member-to-Member Transfers, and/or External Transfers.

"Internal Transfers" shall mean monetary transfers between your accounts at the Credit Union.

"Member-to-Member Transfers" shall mean monetary transfers between one of your accounts at the Credit Union and another Credit Union member's account.

"External Transfers" shall mean monetary transfers between one of your accounts at the Credit Union and one of your accounts at another financial

institution.

Funds transfers are subject to this Agreement and your STCU Business Membership and Account Agreement.

We reserve the right to refuse or cancel a transfer. We are obligated to notify you promptly if we decide to refuse or cancel any transfer request that complies with these terms and conditions. However, we are not obligated to provide notification of your transfer being refused or cancelled if you attempt to make transfers that are prohibited under this agreement, any additional agreement affecting your terms of your account(s), or federal and state law.

We reserve the right to impose a limit to the dollar amount of transfers and/or a limit to the total number of transfers that may be requested. We reserve the right to place a hold on any funds prior to debiting your funding account for the transfer amount. You are required to have sufficient funds available in the funding account of any transfer request(s) by the opening of business the day the transfer is to be processed.

In the event that a debit to any of your internal or external linked accounts, or any portion of any such debit, has failed and the credit side of such transaction has been released and cannot be collected, and we are unable to debit either the debited or the credited account as set forth above, we reserve the right, and you shall authorize us, to debit any of your internal accounts (including accounts upon which you are listed as joint account holder) to the extent necessary to offset any resulting deficiency. If the debit side fails or is returned for any reason and the credit side has been released and cannot be collected, you authorize us to collect from the external account to which the credit side of the funds transfer was sent. We reserve the right to resubmit a debit, or a portion of the debit, in the event of an insufficient or uncollected funds return and if we cannot collect the amount credited you authorize us to debit the credited account or the debited account in either the same dollar amount as the original funds transfer or a portion of the debit. If we are unable to recover from you, then the recovery process set forth in the Membership and Account Agreement will apply. You will also be held responsible for any additional fees charged in accordance with our Yields and Fees Schedule.

An External Transfer must be properly submitted using the Service by 1:00 p.m. Pacific Time to be processed the same Business Day, otherwise it will be processed on the following Business Day. For External Transfers, we reserve the right to wait a period of no more than three (3) business days after debiting your account prior to submitting a credit to the destination account of the transfer, and/or place a hold on a credit to the destination account of the transfer.

When you schedule any type of transfer or recurring transfer for a future date using the Service, it must be properly submitted at least one (1) calendar day prior to the desired processing date. All scheduled or recurring transfers for a future date will only be processed on Business Days. If the future date for processing is not a Business Day, the transfer will be processed on the next Business Day following the scheduled date.

ACH transactions are governed by the rules of the National Automated Clearing House Association. By requesting transfers, you authorize the Credit Union to originate ACH entries on your behalf to the receiver's account(s). You agree to the following: to be bound by and comply with the rules of the National Automated Clearing House Association ("NACHA Rules"), and to not initiate transfers that may violate the laws of the United States. The Credit Union has the right to audit your compliance with this Agreement and the NACHA Rules at any time. The Credit Union may terminate or suspend your ability to initiate transfers if you breach the terms of this agreement or the NACHA Rules.

g. P2P External Transfers

P2P is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a network we select. Certain merchants offer P2P service apps to enable a person to send or receive one-time electronic money transfers through a debit card. You may use your account or card to transfer funds to third parties through money transfer applications. The payment application you select is a payment service provider that helps you make payments to persons you designate. We are not responsible for the identity of any recipient to whom you have authorized a payment or to ensure that a recipient will complete a transaction. If you don't know the person, or you aren't sure whether you'll get what you paid for (for example, items bought from an online bidding or sales site), you shouldn't use a P2P money transfer service to make a payment. You authorize the Credit Union and the payment network, directly or through authorized third parties, to make any inquiries considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third party databases or through other sources. The Credit Union will, at its sole discretion, authorize the use of P2P payments and may at its sole discretion disallow the use of P2P payments from any Credit Union member. When an Online Banking P2P Payment is made, the funds are withdrawn from your account within 1-3 business days. It is your responsibility to have the funds available when you initiate the transaction and maintain those funds in the account for withdrawal. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able cancel the electronic Transfer. You agree that you are fully responsible and liable for any transaction errors or damages or claims resulting from your set up and initiation of a P2P transfer. There is no protection program offered for any authorized payments made through P2P services - for example, if you don't receive the item you paid for or the item isn't as described or as you expected. If you choose to utilize a P2P service, this is considered the equivalent to sending cash.

h. **Service Guarantee.** If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for the amount of any losses or damages incurred by you and resulting directly from such failure up to \$50.00. We will not be liable in the following instances:

- i. If through no fault of ours, you do not have enough money in your account to make the transfer.
- ii. If the circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- iii. If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.
- iv. If your funds are subject to legal process or other encumbrance restricting the transfer.
- v. If your transfer authorization terminates by operation of the law.
- vi. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- vii. If you have not properly followed the scheduling instructions on how to make a transfer included in this agreement.
- viii. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- ix. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or if you default under this Agreement, the Membership and Account Agreement, a credit agreement or any other agreement with us, or if we or you terminate this agreement.

- i. There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess to your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages. If any of the circumstances listed in (ii) or (viii) above shall occur, we shall, upon request from you, assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

6. Billpay

You may use BillPay to authorize online bill payments. You may authorize new payment instructions or edit previously authorized payment instructions for bill payments that are either periodic and nonrecurring (i.e. payments on merchant charge accounts that vary in amount) or automatic and recurring (i.e. fixed mortgage payments). When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from the account you designate. We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize. The Credit Union will not process any bill payment transfer if the required transaction information is incomplete. If there are insufficient funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft account, if applicable.

The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous. The Credit Union will withdraw the designated funds from your account for the bill payment transfer by midnight on the date you schedule the payment to be delivered by. The Credit Union will process your bill payment transfer within one business day of the date you schedule for payment.

It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least six (6) days before a bill is due for check payments and two (2) days before for electronic payments. You are responsible for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely payment authorization. If you schedule a payment for a future date and you close all accounts, these future payments are not automatically canceled and will still be sent unless you cancel them. If you fail to cancel future payments you will be liable for any balance owed.

You may cancel or stop payment on periodic bill payments and automatic, recurring bill payment instructions under certain circumstances. If you discover an error in or want to change a payment instruction (i.e. payment date or payment amount) for a periodic or automatic payment you have already scheduled for a transmission through the Online Banking service, you may electronically edit or cancel your payment request through the Online Banking Service. Your cancellation request must be entered and transmitted through the Online Banking Service before the date you have scheduled for payment. If your request is not timely entered, you will be responsible for the payment. If you wish to place an oral stop payment on an automatic, recurring bill payment transaction, not using the Online Banking service, the Credit Union must receive your oral stop payment request at least three (3) business days before the next payment is scheduled to be made. You may call the Credit Union at the telephone number set forth in Section 13 to request a stop payment. If any automatic, recurring payments vary in amount, the company you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

7. Electronic Check Transactions

You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for any unauthorized transactions in Section 13 Member Liability. You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

8. Preauthorized Electronic Funds Transfers

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party or from an account to a third party (such as excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account.

9. Mobile Banking

- a. **Service Access.** Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Mobile Device"). For the Mobile Banking service, you must use your access code with your member ID to access your accounts. We reserve the right to modify the scope of the Mobile Banking 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 available within the Mobile Banking registration process. When you register for Mobile Banking, designated accounts and payees (or billers) linked to your account through Online Banking and Bill Payment services will be accessible through the Mobile Banking service.
- b. **Use of Services.** 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 instructions we make available on our website at STCU.org. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.
- c. **Transactions.** At the present time, you may use the Mobile Banking account access service to:
- Transfer funds between your savings, checking, and money market accounts.
 - Transfer from your savings, checking, and money market accounts to a loan account.
 - Transfer funds from a line of credit account to your savings, checking, or money market account.
 - Review account balance, transaction history, and tax information for any of your deposit accounts.
 - Review information on your loan account including payment amounts, due dates, interest charges, and balance information.
 - Make bill payments from your checking account using the Bill Payment service.
 - Make deposits from a mobile device.
 - Communicate with the Credit Union using Secure Messaging.
- d. **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 (e.g., AT&T, Verizon, Sprint, T-Mobile etc.). 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 Mobile 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.

- e. **Mobile Banking Software License.** You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the Software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the Software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software application from your Mobile Device; or (iii) our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software application from your Mobile Device.
- f. **Your Obligations.** When you use Mobile Banking to access accounts, you agree to the following requirements:
 - 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 Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
 - ii. **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 application (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of Mobile Banking 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.

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 Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile 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.

10. Account Aggregation.

- a. **Description of Service.** The Account Aggregation service allows you to access and collect the account information of your accounts at other financial institutions within the Online Banking service. The Account Aggregation service is offered through our third party service provider, who acts on behalf of the Credit Union.
- b. **Terms of Service.**
 - i. **Authorization to Access Third Party Accounts.** You understand and agree that, in order to provide the Service, it is necessary for us to access third party websites and databases containing information regarding your accounts and financial relationships as designated by you ("Third Party Accounts"), on your behalf, to retrieve information as requested or authorized by you. By using the Service, you agree to authorize us to access such Third Party Accounts to retrieve such information as requested or authorized by you, or for any other purpose authorized by this Agreement. You represent to us that you have the right to authorize and permit us access to your Third Party Accounts and information. You hereby expressly authorize and permit us to use information submitted by you including account passwords and user names to access your Third Party Accounts to provide the Service. You understand and agree that at all times your relationship with each Third Party Account provider is independent of the Credit Union and your use of the Service. You acknowledge and agree that when we access and retrieve information from the third party accounts, we and our service provider are acting as your agent, and not as the agent of or on behalf of the third party.
 - ii. **Credit Union Responsibilities.** We will not be responsible for any acts or omissions by the financial institution or other provider of any Third Party Account, including without limitation any modification, interruption or discontinuance of any Third Party Account by such provider. You agree that the Credit Union shall not be liable for any costs, fees, losses or damages of any kind incurred as a result of (1) access to the third party accounts by us or our service provider; (2) our retrieval of or inability to retrieve information from the third party accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the third party accounts and (4) any charges imposed by the provider of any third party account.
 - iii. **Your Responsibilities.** You agree you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further agree you will not use the Service in any manner that could damage, disable, overburden, or impair account aggregation or interfere with any other party's use and enjoyment of account aggregation. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through account aggregation. You agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason. You understand and agree that the Service is provided "as-is." We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You understand and expressly agree that use of the Service is at your sole risk, that any material and/or data downloaded or otherwise obtained through the use of the service is at your own discretion and risk and that you will be solely responsible for any damages, including without limitation damage to your computer system or loss of data that results from the download of such material and/or data.
- c. **Discontinuing Service.** You must delete your accounts in Online Banking if you wish to discontinue using Account Aggregation. We reserve the right to discontinue the Service at any time if you fail to follow the terms of service.

11. Mobile Deposit.

Mobile Deposit service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported Mobile Devices. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of

settling, in aggregate, the financial transactions requested in connection with a Mobile Deposit. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

Your Responsibility for Deposit Capture Services.

- a. **Funds Availability.** Funds from items deposited through the Mobile Deposit service will generally be available on the second business day following the day of deposit, pending verification of deposit. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the availability of funds, checks deposited by a Mobile Deposit are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. You agree that the scanning and transmitting of checks does not constitute receipt by Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.
- b. **Deposit Acceptance.** You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of Checks from you by a Mobile Deposit. In the event that a Mobile Deposit 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.
- c. **Responsibility for Scanning.** You are solely responsible for scanning/imaging deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.
- d. **Deposit Requirements.** You agree that you will only use Mobile Deposit to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by U.S. Mail. You agree that each check you submit for deposit through Mobile Deposit will meet image quality.
- e. **Check Retention & Destruction.** You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items 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 sixty (60) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that you maintain the original checks, you understand and agree that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation: 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 Mobile Deposit), and unauthorized use of information derived from the original checks.

When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

- f. **Endorsement.** All items must be endorsed prior to submitting them via the Mobile Deposit Capture service. Eligible endorsements must include your signature and the statement "STCU Mobile Deposit".
- g. **Financial Responsibility.** You are 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 the 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 it may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

Deposit Prohibitions. You shall not deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means:

- Any substitute check, the original of which has already been presented for deposit via the Service;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Any original check, the substitute check of which has already been presented for deposit via Mobile Deposit;
- Any check made payable (individually or jointly) to someone who is not an owner on your account;
- Any electronically created items;
- Any post-dated or stale-dated check;
- Money orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

If you or any third party transmits, or attempts to transmit, a deposit in violation of this subsection you agree to defend, indemnify, and hold the 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 item. 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 the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you (and not the Credit Union) are 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.

Credit Union's Obligations.

- a. **Financial Data.** We will 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. We shall exercise due care in seeking both 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 (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, 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. We will retain any substitute checks we generate for seven (7) years.

- b. *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 account with the Credit Union, you shall only do so by depositing the original item on which the Exception Item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an Exception Item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.
- c. *Disclaimer of Warranties.* YOU ACKNOWLEDGE 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 NON-INFRINGEMENT. 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). YOU FURTHER ACKNOWLEDGE 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. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

12. Card Control Service.

The following terms govern your use of the STCU Card Control Service (Card Control Service) for placing controls on and requesting alerts related to your credit and/or debit card with the Credit Union.

- a. *Service.* The Card Control Service can be used on your mobile device to define controls for usage of your Credit Union debit and credit cards. You can set preferences for Alerts to be received on your mobile device when transactions using the cards you have enrolled in the Card Control Service are made or attempted. You can control when and where your enrolled cards can be used as well as view and act on instant Alerts when transactions using your enrolled cards are processed, perform card management functions such as turning your cards on/off, and perform basic mobile banking functions such as viewing transactions.
- b. *Account Information.* You agree that all of the information you provide in the enrollment process and at all other times is accurate, current, complete and true. You are responsible for maintaining the accuracy and confidentiality of all information you provide when enrolling cards into the Card Control Service and using the Card Control Service including, your password, verification information and card information and all transactions and other activities that occur using the Card Control Service whether supplied to you by us or provided by you during the registration process. You may not, and you agree not to, transfer or assign your use of, or access to the Card Control Service to any third party. We may refuse access to the Card Control Service at any time for noncompliance with any part of these Terms.
- c. *Your Obligations for Using The Service.* You agree to immediately notify us of any unauthorized use of your password or other verification information, or any other breach of security. In case of unauthorized access to your device you agree to immediately cancel your registration associated with the compromised mobile device by calling our support center. Neither we nor our Third Party Licensors will be liable for any use of the Card Control Service or transactions conducted using a mobile device that has been compromised. When installing and using the Card Control Service, you agree not to:
- impersonate any person or entity;
 - upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - spam or flood the Card Control Service;
 - modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Card Control Service or the software used in connection with the Card Control Service;
 - remove any copyright, trademark, or other proprietary rights or notices contained on the Card Control Service;
 - "frame" or "mirror" any part of the Card Control Service;
 - use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Card Control Service or the contents of either;
 - otherwise interfere with, or disrupt the Card Control Service or servers or networks connected to the Card Control Service.
 - fail to comply with any applicable law in connection with your use of the Card Control Service. You are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) charged by us.
- d. *Technical Data.* By using the Card Control Service, you agree we may collect and use technical data and information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Card Control Service. You understand that full use of Card Control Service requires you to have a card account with us and that personally identifiable information may be collected by us in conjunction with your transactions, consistent with federal law and our privacy policy.
- e. *Limitation of Liability.* You agree that use of the Card Control Service is at your sole risk as to satisfactory quality, performance, and accuracy. The Card Control Service and any services performed or provided by the Card Control Service are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the Card Control Service and any services, including the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness

for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Your installation and use of the Card Control Service occurs across the networks of many wireless service providers. We do not operate or have any involvement or control with or over these networks or the wireless service providers. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect your ability to install and use the Card Control Service, such as the unavailability of the wireless service for any reason, network delays, a breach of security or integrity of the network or wireless service, system outages, communications failure, limitations on wireless coverage and interruption of a wireless connection. We disclaim any responsibility for any wireless service or internet service used to access the Card Control Service. You agree the privacy of your personal information cannot be guaranteed and you assume full responsibility for any losses or damage you incur as a result of the transmission of your personal information over any wireless networks. In no event shall we be liable for personal injury, or any punitive, incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the Card Control Service.

- f. *Indemnity.* You agree to indemnify, defend, and hold us from any and all claims, liability, damages and expenses, that result from or arise out of (i) your violation of these Terms or your unauthorized or misuse of the Card Control Service; (ii) transactions conducted using the Card Control Service; (iii) failed, delayed, or misdirected delivery of, any information sent using the Card Control Service; (iv) any errors in information sent through the Card Control Service; (v) any action you may or may not take in reliance on the information provided when using the Card Control Service; and (vi) any permitted disclosure of information provided to third parties resulting from your use of the Card Control Service.

13. Member Liability

- a. *Authorized Transactions.* You are solely responsible for all transfers you authorize using any Electronic Banking services under this Agreement. If you permit other persons to use any electronic service, PIN or access code, you are responsible for any transactions they authorize or conduct on any of your 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, are considered 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 or services. For business accounts, the Credit Union will not be responsible for any losses or damages you may incur regarding the unauthorized access to or use of your account or service resulting from any compromise of your data.
- b. *Notification to Credit Union.* Tell us at once if you believe anyone has used your account, PIN or access code and accessed your accounts without your authority or that someone has transferred or may transfer money from your account without your permission, call (509) 326-1954 (WA), (208) 619-4000 (ID), toll free (800) 858-3750 (US & Canada) or write STCU, PO Box 1954, Spokane, WA 99210-1954.

14. Fees

There are certain fees for electronic fund transfer services as set forth in the Rate and Fees Schedule. From time to time, the fees may be changed. We will notify you of any changes as required by law.

15. Right to Receive Documentation of Transfers

- a. *Periodic Statements.* Transfers and withdrawals transacted through any electronic funds transfer will be recorded on your periodic statement provided by mail or electronically. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically. You understand and agree that statements are made available to you on the date they are mailed to you or you have been notified that an electronic statement is available for your access. Images of Credit Union checks cashed at a Credit Union branch or checks that are returned are not available for viewing in Online Banking.
- b. *Direct Deposits.* If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt, you can find out whether or not the deposit has been made by accessing Online Banking or by calling (800) 858-3750. This does not apply to transactions occurring out of the United States.
- c. *Terminal Receipt.* You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal in excess of \$15.

16. 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.stcu.org. You authorize us to disclose information about your account and business electronic services to any Responsible Individual or Authorized Signer of yours. We will disclose information to third parties about your account or the electronic fund transfers you make in the following limited circumstances:

- a. As necessary to complete transfers,
- b. 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,
- c. To comply with government agency or court orders, and
- d. If you give us your express permission.

17. Preauthorized Electronic Fund Transfers

- a. *Cancellation Rights.* If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you or the Credit Union may cancel that request at any time up to three (3) business days before the scheduled date of the transfer. This request may be made orally or in writing at the number or address disclosed in Section 13. If you order us to cancel one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.
- b. *Stop Payment Rights.* You may ask the Credit Union to stop payment on an ACH transaction that is debited from your checking or savings account or a recurring debit transaction from your checking account. You may request a stop payment by telephone, mail, or in person. If you have preauthorized a third party in advance to make regular fund transfers to/from your account, you must revoke the transfer in the manner specified in your original authorization with the third party. The stop payment will be effective if the Credit Union receives the order in time for the Credit Union to act upon the order and you state the exact dollar amount, the number of the account, date and name of the third party. If you give the Credit Union incorrect or incomplete information, the Credit Union will not be responsible for failing to stop payment on the item. If the stop payment order is not

received in time for the Credit Union to act upon the order, the Credit Union will not be liable to you or to any other party for payment of the item. If we credit your account after paying the item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to the Credit Union, and to assist the Credit Union in legal action taken against the third party.

- c. *Duration of Order.* A stop payment order on an ACH transaction will continue until the entry is returned or until you cancel the stop payment order.
- d. *Liability.* The Credit Union may charge a fee for each stop payment order requested, as set forth on the Rate and Fees Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

18. Credit Union's Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. Our sole responsibility for an error will be to correct the error. In no case will we be liable for any indirect, special or incidental damages. For instance, we will not be liable:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code, or you used an access code in an incorrect manner.
- c. If the Card has expired or is damaged and cannot be used.
- d. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- e. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- f. Circumstances beyond our control (such as fire, flood or power failure) prevent the transaction.
- g. If the money in your account is subject to legal process or other claim.
- h. If your account is frozen because of a delinquent loan.
- i. If the error was caused by a system of any of the designated ATM networks.
- j. If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer or bill payment.
- k. If, through no fault of ours, a bill payment or funds transfer 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 inaccurate, or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- l. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet service provider, or any computer virus or problems related to software not provided by the Credit Union.
- m. If there are other exceptions as established by the Credit Union.
- n. The ATM machine may retain your Card in certain instances, in which event you may contact the Credit Union about its replacement.

19. Termination of Electronic Fund Transfer Services

You agree that we may terminate this Agreement and your electronic fund transfer services, if you or any authorized user of your electronic fund transfer services or access code breach this or any other agreement with us, or if we have reason to believe that there has been an unauthorized use of your Card or access code. You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

20. Notices

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

21. Other General Terms

- a. *Governing Law.* This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state.
- b. *Severability.* In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.
- c. *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. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. 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.