



Online Banking Agreement

1. Introduction

This Online Banking Agreement (Agreement) describes your rights and obligations as a user of the Spokane Teachers Credit Union (STCU) Online Banking service. In this agreement, the words "you" and "your" mean those who use online banking and any authorized users. The words "Credit Union," "us," "we," and "our" mean STCU. Use of the service is expressly conditioned on your acceptance of this agreement. By using the service, you agree to the terms and conditions of this Agreement.

If you use certain features, products or Services available on or through the Service, you will be subject to, and/or required to agree to, separate agreements relating to such features, products or services. Other agreements may include, without limitation, Membership and Account Agreement, Electronic Funds Transfer Agreement, STCU Billpay Terms and Conditions; and your Account card.

2. Definitions

"Account" means any one or more share, savings, or other deposit account(s), loan account(s) that you have with the Credit Union. Account also means all accounts you access through an ACH transaction, and any account held at other financial institutions with which you have transacted, or have initiated an ACH transaction.

"Authorized person" means, with respect to an individual account, each person who has an interest in or authority to transact business in such account, with respect to each person listed as an authorized signer on the signature card or anyone you authorize access to your online banking account to transact business with respect to such account.

"Business Account" means any account that is not a personal account.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

"Communications" means any periodic statement, year-end tax statement, authorization, agreement, disclosure, notice, or other information related to your Accounts, including but not limited to information that we are required by law to provide to you in writing.

"Computer" means your computer, computer system, mobile device, or any other method of access used to access our website and related equipment and software.

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

"Wire Transfers" shall mean domestic monetary transfers, using the Fedwire system of the Federal Reserve Bank, between one of your accounts at the Credit Union and an account you specify at another financial institution.

3. Description of Services

The "Service" or "Services" shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, through the online banking site including but not limited to: (a) transfer funds between accounts; (b) schedule other payments or transfers to/from certain other accounts held at other Financial Institutions; (c) obtain account balances and certain other information for various accounts that you may have (including, without limitation share, savings, or other deposit accounts, loan accounts and investment accounts); (d) obtain transaction information on certain accounts; (e) download certain account transactions to your computer; (f) update your address, e-mail, phone number(s); (g) view online statements; (h) view online check images; (i) re-order checks; (j) wire transfers; (k) ACH transactions; (l) secure messaging; (m) establish electronic alerts (n) issue stop payments on checks. These services shall also be deemed to include any portion of the online banking site and any software used to operate the Services.

The Service is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Service may not be available due to system maintenance. Certain features, information, types of transactions or other services available while using the Services are only available for certain accounts and may not be available when accessing the Services via mobile device or for all of your accounts. Additional agreements may be required prior to accessing certain offered features. Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser (for example, Internet Explorer or Firefox).

To provide the highest degree of confidentiality and to protect the security of your financial information you must have an internet browser that is capable of 128-bit encryption. Use of the Service with lower than 128-bit encryption is strictly prohibited. To the extent that you are able to access the Services using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

4. Security of Access Credentials

Your access credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your online banking credentials. You agree not to disclose or otherwise make your online banking credentials available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access credentials, 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 credentials and you agree that the use of your access credentials will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access credentials 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 credentials 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 credentials are changed. If you fail to maintain or change the security of these access credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

5. Your Liability for Unauthorized Transfers

If you tell us within two (2) Business Days after you first discover your password or other means to access your account has been lost or stolen, you will have zero liability should someone access your account without your permission. If you do not tell us within two (2) Business Days after you first learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you will be liable for as much as \$500.00. If your monthly statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the period.

6. Enrollment in Services; Accounts Which Can Be Accessed

In order to enroll in and use the Services, you need to contact us to provide you with a temporary password either in any of our branches or by calling us at 1-800-858-3750.

If you have more than one eligible account with us, we will automatically link your eligible accounts together for purposes of the Services, and all such accounts will appear in your online banking profile on the online banking site.

By enrolling in the Services, you authorize us to process transactions for you as requested by you 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.

7. 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 1-800-858-3750.

8. 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 the telephone numbers by voice or 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 or answering machine or 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 1-800-858-3750. 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.

9. Transfers

Online transfers include (i) internal transfers, (ii) member-to-member transfers, (iii) external transfers, and (iv) wire transfers.

Funds transfers are subject to this Agreement and your STCU 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 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.

If approved you may initiate wire transfers from your account. Wire transfers require a separate signed Wire Transfer Authorization and Wire Transfer Agreement prior to use. A Wire Transfer must be properly submitted using the Service by 2:00 p.m. Pacific Time to be processed the same Business Day, otherwise it will be processed on the following Business Day. Wire Transfers are subject to final approval by us. Wire Transfers are governed by Federal Reserve Regulation J if the transfer is cleared through the Federal Reserve.

With respect to ACH transactions, if you receive credit for the completion of a transfer but there are/were insufficient funds available in your account and/or the debit to your account is returned for any reason you understand and agree that you are responsible for reimbursing us for the amount of the transfer, along with any additional fees in accordance with our Yields and Fees Schedule. You further understand that any and all ACH transactions processed by us is purely at our discretion and that the payment by us under these circumstances in no way obligates us to pay the same or similar bills in the future. ACH payments are governed by the rules of the National Automated Clearing House Association.

10. 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:

- a. If though no fault of ours, you do not have enough money in your account to make the transfer.
- b. 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,
- c. If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.
- d. If your funds are subject to legal process or other encumbrance restricting the transfer.
- e. If your transfer authorization terminates by operation of the law.
- f. If you believe someone has accessed your accounts without your permission and you fail to notify us immediately.
- g. If you have not properly followed the scheduling instructions on how to make a

transfer included in this agreement.

h. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

i. 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.

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 12(b) or 12(h) 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.

11. Online Statements

By electing to receive your account(s) statements online, you are consenting to receive from us by electronic means only, your monthly statement for your specified share draft, deposit, and loan account(s) and other disclosures related to this service such as your annual privacy notice. While enrolled for online statements you will no longer typically receive paper statements in the mail. You should continue to review any correspondence we send to you in the mail. By electing for e-statements you are stating that you have read and accepted our Electronic Communications E-Sign Disclosure.

12. Fees and Charges

Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services. However we do charge fees in certain limited circumstances that may arise in connection with your use of the Services (including, without limitation, if you request a stop payment or re-order checks) as further set forth in our Yields and Fees Schedule.

Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof.

You agree to be responsible for any telephone or mobile device carrier charges and/or internet service fees you incur while using the Services.

13. Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- a. Where it is necessary for completing transactions;
- b. Where it is necessary for activating additional services;

- c. In order to verify the existence and condition of your account to a credit bureau or payee;
- d. To a consumer reporting agency for research purposes only;
- e. In order to comply with a governmental agency or court orders; or,
- f. If you give us permission.

You may review the Credit Union's Privacy Policy at:

<http://www.stcu.org/privacy>

14. Your Responsibilities and Liabilities

It is your sole responsibility to ensure that the contact information in your online banking user profile is current and accurate. This contact information includes but is not limited to name, addresses, phone numbers, e-mail addresses, and account numbers. Changes can be made within the Services or by contacting us at 1-800-858-3750. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

15. Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

- a. Telephone us at 1-800-858-3750 during business hours;
- b. Contact us during business hours using our LiveChat or Secure Messaging
- c. Write us at:

Spokane Teachers Credit Union
PO Box 1954
Spokane, WA 99210-1954

If you think your account statement is incorrect or you need more information about a Service transaction listed on the statement, we must hear from you no later than sixty (60) days after the first statement was sent to you on which the problem or error appears. You must:

1. Tell us your name and account number;
2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. If it is determined that there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of

documents used in our investigation. The Credit Union may revoke any provisional credit provided to you if we find an error didn't occur.

16. Amendments

This Agreement, applicable fees and service charges may be amended by the Credit Union from time to time. In such event, the Credit Union shall provide notice to you, usually via a secure message in the Service. Any use of the Service after the Credit Union provides you a notice of change will constitute your agreement to such change(s). Further, the Credit Union may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

17. Termination

We reserve the right to terminate this agreement and your access to the Services, in whole or in part, at any time for any reason. Without limiting the forgoing, if you do not access the Services and there has been no activity on any of your accounts through the Services (such as transfers) for any consecutive 90-day period, and there is no such activity pending as of the end of such 90-day period, we reserve the right to deactivate your member ID or terminate your access to the Services. If any other account is closed for any reason, such account will no longer appear in your online banking profile. If any of your checking, savings, or other deposit accounts is closed due to insufficient funds or for any other reason we reserve the right to deactivate or terminate your access to the service.

If you wish to terminate your ability to use online banking or the Services as a whole please call us at 1-800-858-3750 or send us cancellation instructions in writing to Spokane Teachers Credit Union, PO Box 1954, Spokane, WA 99210-1954. If you wish to reinstate your access to online banking or the Services as a whole following any such termination (although we reserve the right to not reinstate such Services as we determine in our sole discretion), please call us at 1-800-858-3750.

18. Information Authorization

Your enrollment in the Service may not be fulfilled if the Credit Union cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Credit Union reserves the right to request a review of your credit rating at its own expense through an authorized bureau.

19. Other General Terms

- a. Other Agreements: In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions applicable to your relationship with Spokane Teachers Credit Union, as described in your STCU Membership and Account Agreement, prior receipt of which you acknowledge.
- 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. This

Agreement shall be governed by and construed under the laws the state of Washington as applied to contracts entered into solely between residents of, and or be performed entirely in, such state. In the even 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 collections actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions 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.