



## ONLINE AND MOBILE BANKING AGREEMENT AND DISCLOSURE

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This Online and Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of Wauna Federal Credit Union's Online and Mobile Banking services ("Services"). It also describes the rights and obligations of Wauna Federal Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

We may, at any time, and at our sole discretion, make changes to the Services and to this Agreement, provided, however, that we will give you prior notice of any changes, as may be required by applicable laws and regulations. Use of the services, after any such changes, constitutes your agreement to the changes.

### I. Definitions

The following definitions apply in this Agreement.

- A. "Time of day" references are to Pacific Standard Time;
- B. "Authorized User" refers to a person with authority with respect to the account;
- C. "We", "us", or "Credit Union" refer to Wauna Federal Credit Union, which offers the Services and which holds the accounts accessed by the Services;
- D. "You" or "your" refers to the owner of the account or the Authorized User.
- E. "Computer" means your personal computer that enables you to access your Online Account using an internet browser and ISP;
- F. "ISP" refers to your Internet Service Provider;
- G. "Online Account" means the Credit Union account from which you will be conducting transactions using the Services;
- H. "Online Banking" is the internet-based service providing access to your Credit Union account(s);
- I. "Wireless Device" means mobile phones and/or other compatible and supported wireless devices such as tablets;
- J. "Mobile Banking" means the service that allows you to use a downloadable software application on a smartphone or other eligible Wireless Device to perform certain electronic banking tasks as described in this agreement;
- K. "User ID" is the identification code assigned to you for your connection to the Services; and
- L. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service.

## II. Consent to Electronic Communications Agreement

- A. Electronic Delivery Overview. By law, we are required give you certain information in writing. This means you have the right to receive that information on paper. With your consent, we can provide this information to you electronically instead. We also need your general consent to use electronic records for certain consumer transactions.

We may still choose to provide you with information on paper even though you have consented to receive it electronically. In some cases, we are not permitted by law to deliver certain communications to you electronically. However, if the law changes in the future and permits additional communication to be delivered electronically, this Agreement will automatically cover those communications as well.

B. Electronic Delivery Terms.

1. *Types of notification:*

By accepting this Agreement, you consent and agree to receive online delivery of electronic communications and transactions which includes but is not limited to:

- This Electronic Communications Agreement and any updates;
- The digital banking service agreements, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Periodic statements (e-Statements) that include your savings, checking and loan account activity, electronic funds transfer services, periodic notice of billing error rights, and year-end tax statements for dividends earned and mortgage interest paid;
- Legal and regulatory disclosures associated with the products or services available through the Credit Union about changes in terms of your Account such as Account Disclosures, Rate and Fee Disclosures, Funds Availability Policy, Electronic Funds Transfer Agreement, Privacy Disclosures and Truth in Savings Disclosures;
- Annual tax reporting notices;
- Account alerts;
- Privacy policies, disclosures, and notices;
- Electronic voting notices; and
- Other notices that may be applicable.

2. *Means of notification.*

By consenting to electronic delivery relating to your account, you authorize Wauna Credit Union or a third-party vendor to deliver communications and information, including documents, to you in electronic format only, such as by posting the information on our website; through email (if applicable and if you have provided a valid email address); by text message at a Wireless Device registered with your account; by presenting them on-screen or for download through one of our online or mobile banking services; by including them in other electronic communications that we are delivering to you such as statements; by telling you where you can go to view the information; or through other electronic means by which have demonstrated your ability to access and view documents.

To view e-Statements, you must be enrolled through Online Banking and will receive an electronic notification of availability sent to your email address or cell phone number

registered with Online Banking. E-Statements and other electronic account documents will be accessible to save or print within Online Banking.

- C. Your Rights and Responsibilities. You may withdraw your consent to receive communications in electronic form at any time by contacting us. Your request will be effective only after we have a reasonable period of time to process your withdrawal. No fees, penalties or account restrictions will be imposed to process the withdrawal of your consent to receive electronic communications.

You have the right to request and receive additional copies of your periodic statements and notices in paper form through the US mail by contacting us. Paper copies may be subject to fees listed in our Fee Schedule and may affect your ability to qualify for certain benefits related to specific accounts. The fee schedule is available on our website or by request.

You must provide the Credit Union with a valid email address to which we may deliver electronic documents and communications and you agree to immediately notify us of any changes in your email address. You may update your e-mail address by logging into your account and changing your account options or by contacting the Credit Union. If you use spam-blocking software, please update your settings to accept email from us. If we are unable to deliver electronic documents to your email address, we reserve the right to discontinue electronic delivery to you and resume delivering paper documents to you via US mail.

- D. Contacting Us. You may contact the Credit Union to request paper copies, withdraw your consent, or notify us of changes in your email address. Contact us at 800.773.3236, in person at any branch, through secure communications within online banking, by unsecure email at [inquiry@waunafcu.org](mailto:inquiry@waunafcu.org) (DO NOT include sensitive information in your email, such as your account number), or by mail sent to Wauna Credit Union, PO Box 67, Clatskanie, OR 97016. Our contact information is available in the Contact Us section on our website at [www.waunafcu.org](http://www.waunafcu.org).
- E. System Requirements. You certify that you are capable of retaining and accurately reproducing the electronically delivered documents as electronic records for any future reference. In order to access, view, print, and retain electronic communication, you must have the proper equipment and software. We are not obligated to verify that you have received or can access any account document.

The following are necessary for our website and Online Banking:

- A Computer with monitor
- Operating system: Microsoft Windows 7 or higher, macOS 10.10.x or higher
- Internet service provider
- Internet browser: Internet Explorer 11 or Edge, Firefox 58, Google Chrome 65, Safari 11 or higher, and you must allow per session cookies
- Valid email address
- For document retention: a printer capable of printing the documents from your computer or a hard drive or thumb drive capable of storing saved documents

For Mobile Banking, you must have a Wireless Device with Internet or mobile connectivity, the Mobile app downloaded from the App Store, access to the email you used to create your Online or Mobile Account, and text messaging enabled on your mobile phone. See the App Store for required Wireless Device operating systems. You should have the ability to print or store documents on your phone.

If our hardware and software requirements change, and that change would create a material risk that you would not be able to access or retain electronic communications, we will give you notice of the change. Continuing to use our electronic services after receiving notice of updates to our system requirements signifies your acceptance of the change and reaffirmation of your consent.

### **III. Access to Accounts**

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

### **IV. Relationship to Other Agreements**

You agree that when you use the Services, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours; including service carrier or provider, and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

### **V. Access to Services**

The Credit Union will provide instructions on how to use the Online and Mobile Banking. You will gain access to your Accounts in Online Banking through the use of your Internet-enabled device, your ISP, your User ID and password. You will gain access to your Accounts through your Wireless Device with the Mobile Banking App, which must be downloaded to your Wireless Device, and accessed by logging in with your User ID and password.

You may access your Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

### **VI. Business Days**

For purposes of transactions, the Credit Union's business days are Monday through Friday, excluding holidays and weekends.

### **VII. Security of Password**

The PIN or Password is for your security purposes. It is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your Computer unattended while you are in the Credit Union's Online Banking Site;
- Do not make your Wireless Device for Mobile Banking available to anyone not authorized by you to sign on your accounts.
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

#### **VIII. Transaction Authorization.**

You are responsible for all transfers you authorize using your Services under this Agreement. If you permit other person(s) to use your Services or password, you are responsible for any transactions they authorize or conduct on any of your accounts. If you authorize anyone to use your Password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.

If you authorize anyone to have or use your Wireless Device, you understand that person may use the Mobile Banking Service to access and review all of your account information and execute account transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions.

You may choose to save your User ID or sign up for Touch ID if your phone supports it.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at 1-800-773-3236 Monday through Thursday, 9:00 a.m. to 5:30 p.m., and Friday, 9:00 a.m. to 6:00 p.m. Telephoning the Credit Union is the best way of minimizing your losses and liability. You can use the Password change feature within the services to change your Password.

#### **IX. Use of Services**

The Online and Mobile Banking Services allows you to access account information and make financial transactions as offered using compatible and supported Computers and Wireless Devices. We reserve the right to modify the scope of these Services at any time. We reserve the right to refuse to make any transaction you request through these Services. You agree and understand that the Services may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Online Banking, designated accounts and payees (or billers) linked to your account will be accessible in both Online and Mobile Banking.

At the present time, you may:

- In Online and Mobile Banking, view account balance and transaction history information for any of your accounts;
- In Online and Mobile Banking, transfer funds between your savings, checking, money

market, club and loan accounts;

- In Online and Mobile Banking, make one-time transfers or schedule future or recurring transfers;
- In Online and Mobile Banking, make loan payments from your savings, checking, money market and club accounts;
- In Online and Mobile Banking, access your line of credit accounts;
- In Online and Mobile Banking, determine if a particular check or item has clear your account;
- In Online and Mobile Banking, verify the last date and amount of your payroll deposits;
- In Online and Mobile Banking, make payments to merchants and service providers using our Bill Pay service (Consumer Accounts only);
- In Online Banking only, initiate a Stop Payment;
- In Online Banking only, initiate funds transfers to other persons using our Popmoney service;
- In Online Banking only, initiate funds transfers to other accounts using our External Transfer Service;
- In Mobile Banking only, deposit checks;
- In Online and Mobile Banking, approve wires and ACH (Business Accounts only); and
- In Online and Mobile Banking, manage user accounts (Business Accounts only).

Bill Pay, Popmoney, and External Account Transfers are subject to a separate agreement. We may, from time to time, offer and introduce new electronic banking services. All of these current and future services will be governed by the terms of this Agreement.

The following limitation applies: *Money Market account*. You can make no more than six (6) transfers or withdrawals by the following means: preauthorized transactions, automatic transfers (ACH), telephone, FAX, automatic overdraft transfers; Online or Mobile Banking, check, debit card, or other similar order payable to third parties. Transfers or withdrawals made in person, by mail, or by using an ATM; withdrawals by telephone via check mailed to the depositor; or transfers for the purpose of repaying loans; do not count toward the limit. More than (6) transactions or transactions under \$100 on a Money Market account will be charged a fee according to the current Fee Schedule.

## **X. Additional Services**

New services may be introduced for Online and Mobile Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **XI. Service Limitations and Conditions**

When you use the Services to access accounts, you agree to the following limitations and conditions:

- A. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Online and Mobile Banking. You represent and agree that all information you provide to us in connection services is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Services. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

- B. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Online or Mobile Banking technology, including, but not limited to, any Software or applications associated with the Services.
- C. User Conduct. You agree not to use Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online or Mobile Access to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening, or unlawfully harassing; (g) potentially be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to Services; (i) interfere with or disrupt the use of Services by any other user; or (j) use Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- D. No Commercial Use or Resale. You agree that the Services are for personal or business use only. You agree not to resell or make commercial use of Online or Mobile Banking.
- E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third-party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your improper use of the Software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.
- F. Additional Service Limitations. Services will not work unless used properly. You accept responsibility for making sure that you understand how to use them before you actually do so, and you use them in accordance with the instructions provided to you. You also accept responsibility for making sure that you know how to properly use your Computer, Wireless Devices, and the Online and Mobile Banking software ("Software") required to use the Services. The Software is provided by a service provider not affiliated with the Credit Union and you are solely responsible for entering a license agreement to use the Software. We will not be liable to you for any losses caused by your failure to properly use the Services, the Software, or your Computer or Wireless Devices. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Online and Mobile Banking. These difficulties may result in loss of data, personalization settings, or other Online and Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings in connection with your use of Services. Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any Computer, ISP, Wireless device, or mobile network which you utilize to access Services. You agree to exercise caution when utilizing the Software on your Computer or Wireless devices and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Online and Mobile Banking reflects the most recent account information available through the Services 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.
- G. Third Party Beneficiary. You agree that our service providers (including any provider of Software) may rely upon your agreements and representations, set forth in Section IV. Such service providers are third party beneficiaries with the power to enforce those provisions against you,

as applicable.

## **XII. Schedule of Fees**

The Credit Union offers the benefits and convenience of the Online and Mobile Banking Service to you free. There are certain charges for electronic fund transfer services as set forth on the Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law. If you request a transfer from your line of credit account, such transactions may be subject to charges under the terms and conditions of your Loan Agreement.

## **XIII. Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

## **XIV. Right to Receive Documentation of Transfers**

Online and Mobile Banking transactions will be recorded on your periodic statement.

## **XV. Contacting Us**

You may contact the Credit Union to request paper copies, withdraw your consent, or notify us of changes in your email address. Contact us at 800.773.3236, in person at any branch, through secure communications within online banking, by unsecure email at [inquiry@waunafcu.org](mailto:inquiry@waunafcu.org) (DO NOT include sensitive information in your email, such as your account number), or by mail sent to Wauna Credit Union, PO Box 67, Clatskanie, OR 97016. Our contact information is available in the Contact Us section on our website at [www.waunafcu.org](http://www.waunafcu.org). If you send the Credit Union an e-mail message, the Credit Union will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

## **XVI. Linked Accounts**

All Credit Union Accounts that are linked will appear together without regard to the ownership of the Accounts. For example, if an Authorized User of a linked account accesses the Service, that Authorized User will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an Authorized User;
- the accounts of any other business for which that person is an Authorized User; and
- any consumer accounts for which the person is a co-owner or authorized signer.

If you wish to unlink Accounts, please contact Credit Union.

## **XVII. Business Accounts**

If you are a business, and register for a Retail Online Banking Account, any Authorized User of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and



- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

If you are a business, and register for a Business Online Banking Account, you may customize the users of your Online Banking Account and the access they have to various features available in Online and Mobile Banking.

### **XVIII. Term and Termination**

- A. Term. This Agreement will become effective on the date you accept it and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
- you do not pay any fee required by this Agreement when due, or
  - if you, or any Authorized User of your password or Card 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, or
  - you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Any charges for services will be assessed at the end of your statement cycle. You may notify the Credit Union by one of the following methods:
- By sending an e-mail to [inquiry@waunafcu.org](mailto:inquiry@waunafcu.org)
  - By calling 1-800-773-3236
  - By writing a letter and either sending it to the following address: Wauna Credit Union, P.O. Box 67, Clatskanie OR 97016, or giving it to a Customer Service Representative at any of the Credit Union's locations.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

### **XIX. Electronic Fund Transfer Liability**

- A. Member Liability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

1. If you notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
  2. If you fail to notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
    - the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.
  3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above. We will need 1) Your name and account number, 2) A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information, 3) and the dollar amount of the suspected error and date on which it occurred.
  4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
  5. Notify the Credit Union by phone telephone or in writing. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- B. Telephone Numbers and Addresses. In case of errors or questions regarding an Online or Mobile Banking or Bill Payment transaction, call (800) 773-3236 or write us at: Wauna Credit Union, Attn: Operations Department, P.O. Box 67, Clatskanie, OR 97016.
- C. Limits on 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 through this Service. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

## **XX. Other Liability**

- A. Consumer Accounts. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.
2. If 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.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If you used the wrong password or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
6. If your transfer authorization terminates by operation of law.
7. If your computer fails or malfunctions or the Services were not properly working, and such problem should have been apparent when you attempted such transaction.
8. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
9. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
10. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
11. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

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

- B. Business Accounts. The Credit Union shall have no liability to you for any loss, damage, cost, or expense arising out of this Agreement, except as provided by applicable law for any error or delay in performing the Services in this Agreement. We shall have no liability for not completing a transaction, if we receive actual notice or have reason to believe that you have filed for bankruptcy, the ownership of funds involving a transaction or the Authorized Representative's authority to conduct a transaction is in question; we suspect your account has been used for illegal or fraudulent purposes; or we reasonably believe that a transaction is prohibited by federal law, or this Agreement. We will not be liable if you fail to report any error or discrepancy reflected in a statement prepared by us, or if you fail to report a breach of a security procedure. If we fail to perform under this Agreement, our liability for damages, losses, and other compensation owing to you shall be limited to direct damages caused solely by the Credit Union. We shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is beyond our control including but not limited to natural disasters, civil or foreign disturbances, power outages, acts

of government, labor disputes, failures in communication or computer networks.

- C. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online or Mobile Banking account.
- D. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Internet Explorer or Edge, Firefox, Google Chrome, or Safari, or by an ISP, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online or Mobile Banking account.
- E. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your Computer using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.
- F. Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

## **XXI. General Terms and Conditions**

- A. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to these Services from your Account each month.
- B. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
  - where it is necessary for the provision of Online Banking and for completing transfers;

- in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- in order to comply with government or court orders, or other reporting requirements;
- if you give us your permission;
- to the Credit Union affiliated companies.

F. Governing Law. This Agreement is governed by the laws of the State of Oregon and applicable federal law.

G. Notices. The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you at least thirty (30) 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.

## **XXII. Disclaimer of Warranties**

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

## **XXIII. Force Majeure**

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

## **XXIV. Termination**

You may, by contacting Credit Union, terminate the Services provided for in this Agreement. We may terminate your use of the Services at any time and without prior notice and with or without cause. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Services, and (ii) you will promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate your access to the Services in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Services or the Credit Union from harm or compromise of integrity, security, reputation, or operation.

## **XXV. Modification of Services**

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

## **XXVI. Enforcement**

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Oregon 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 may 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.