

WASHINGTON STATE EMPLOYEES CREDIT UNION ONLINE BANKING AGREEMENT

This Agreement is the contract, which covers your and our rights and responsibilities concerning Online Banking services ("Online Banking") and includes the Bill Pay, External Account Transfer, Account Alert, Mobile Deposit and Personal Financial Management services. In this Agreement, the words "you" and "yours" mean those who sign the Membership Application or any Online Banking authorization form or established as an authorized user by you. The words "we," "us," "our", "Credit Union" and "WSECU" mean the Washington State Employees Credit Union. The word "account" means any one or more share or loan accounts you have with the Credit Union, or other WSECU member accounts or account's you have established at another financial institution through the External Account Transfer service. "Services" means any online services used by you in connection with this Agreement, including services added by a service addendum for Bill Pay, External Account Transfers, Account Alerts, Mobile Deposit and Personal Financial Management tools as well as any downloadable IOS/Android applications and/or any future Online Banking services that the credit union may offer.

By registering for Online Banking and optional services available through Online Banking, you agree to the following terms governing your and our rights and responsibilities concerning Online Banking, Bill Pay, External Account Transfers, Account Alerts, Mobile Deposits and Personal Financial Management tools, some of which are considered electronic funds transfer services. Electronic funds transfers (EFTs) are electronically initiated transactions through Online Banking, including Bill Pay and External Account Transfer service transactions involving your deposit accounts.

1. Online Banking Services. Upon approval, you may use your computer or mobile device to access your accounts. You must use your username and password to access your accounts. Online Banking is accessible seven (7) days a week, 24 hours a day. However, from time to time, some or all of the Credit Union's Online Banking may not be available due to system maintenance. You will need a computer, connection to the Internet and a web browser or a mobile device with a browser or mobile device with the WSECU downloadable application installed. The web address for Online Banking is wsecu.org. You are responsible for the installation, maintenance and operation of your computer and/or your wireless mobile access device. The Credit Union will not be responsible for any errors or failures involving any Internet connection or your computer or your mobile device. At the present time, you may use Online Banking to:

- Transfer funds between your savings, checking and loan accounts.
- Transfer funds between your account and another members account with WSECU.
- Transfer funds between your WSECU savings and checking accounts and your accounts with another financial institution.
- Review account balance, transaction history and tax information for your savings, checking, and loan accounts.
- Review information on your loan account including payoff amounts, due dates, finance charges, interest rate and balance information.
- Make bill payments from any applicable deposit or loan account authorized by WSECU through the Bill Pay service.
- Utilize available card control features as offered on your debit or credit card associated with your account.
- Receive account alerts for specific types or transactions or notices as you designate.
- Communicate with the Credit Union using the "Messages" (e-mail) feature, when this feature is active and available.
- Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit or loan account will be subject to your Loan Agreement and Disclosures, as applicable.

2. Bill Pay Services. You are automatically enrolled in the Bill Pay service when you click on the Bill Pay tab. Your primary checking account is designated as your Bill Pay account during the auto enrollment and is the account from which payments that you authorize will be deducted. You can request additional accounts by calling the Credit Union. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution.

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You or any persons who you have authorized to use your Online Banking, user sign on credentials including user name and password or any access code can perform Bill Pay transactions. Please refer to the Bill Pay Service Addendum for additional terms regarding bill payment transactions.

3. External Account Transfer Services. When you establish External Account Transfers, you may make electronic transfer of funds between your WSECU savings or checking accounts and linked checking or savings account that you own at another financial institution.

You or any persons who you have authorized to use your Online Banking, user sign on credentials including username and password or any access code can initiate External Account Transfers to or from accounts that you have established or enrolled in the External Account Transfer Service. Please refer to the External Account Transfer Service Addendum for additional terms regarding these transactions.

4. Online Banking Limitations. The following limitations on Online Banking transactions may apply:

- **Transfers.** You may make funds transfers between your enrolled accounts, to other member accounts or to enrolled accounts you have with other financial institutions as often as you like. However, transfers from your savings accounts will be limited to a total of six (6) in any one month. For transfers to other member accounts, the other member must provide you with the account number. You may use this information along with the member's name to transfer funds. When you initiate transfers to another member's account, the transfer amount is limited to \$2,500 daily. The Credit Union reserves the right to change this limit and we will notify you if your limit is changed. Otherwise, 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. Additional transfer limitations may apply to External Account Transfers. Please refer to the External Account Transfer Addendum for additional information. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- **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 any ATM deposit transactions, Visa® debit card transactions, and our Funds Availability Policy.
- **Messages.** When the Message Service is available through Online Banking, 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 an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in Section 8.
- **Mobile Services and Transactions.** Access to your account through the Online Banking platform allows you to access account information and conduct other financial transactions as set forth in the Online Banking Agreement using compatible and supported mobile phones and wireless devices ("Wireless Devices"). You agree and understand that Online Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. Not all account and service transactions that are available through Online Banking are accessible through your mobile service device. When you register for Online Banking, the designated accounts linked to your account will be accessible through your mobile device with a browser or mobile device with the WSECU downloadable application installed.
- **Limitations on Services.** You are fully responsible for understanding how to use the Online Banking services on your computer or wireless mobile access device before you actually do so, and you agree to use the Online Banking service in accordance with any use or operational instructions posted on our Web site. You are also responsible for the use of your wireless mobile access device and the downloadable application software provided to you. We will not be liable to you for any losses caused by your failure to properly use Online Banking, the Software or your wireless Device. You may experience technical or other

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difficulties related to Online Banking when accessed through your computer or your mobile device that may result in loss of data, personalization settings or other banking interruptions. We assume no responsibility for the timeliness, deletion, miss-delivery or failure to store any user data, communications or personalization settings in connection with your use of Online Banking through a wireless mobile access device. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network, which you utilize to access Online Banking. Financial information shown on Online Banking through your wireless mobile access device reflects the most recent account information available and may not reflect recent transactions. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information, you agree to contact us directly.

5. Security of User Credentials.

- **Initial Access.** To register for Online Banking you must enter information to validate your account or use the temporary access code provided to you by the Credit Union. During the registration process for access to Online Banking, you will create a username and password. After your initial sign-in, you may change your password at any time by selecting the appropriate function from the "Profiles and Settings" option within Online Banking. You may choose to "remember" or register the non-public computer(s) that you routinely use to access Online Banking. Registering your computer forms a digital fingerprint, allowing the system to recognize your computer(s) each time you log in. If any attempts to access your account are received from an unfamiliar computer or there are significant changes in your computer or Internet access (e.g., change of browser, etc.), a security code will be sent to you. You will be required to enter this code to gain access to your account.
- **Biometrics.** You may set up any available biometric solutions offered by WSECU as a method to authenticate you for access to your account through Online Banking with a mobile device. The options you choose can be turned on or off through the "Security Center" menu through the downloadable application(s).
- **Security.** The username and password that you select are for your security purposes and are collectively identified as your "Online Banking" credentials. These credentials are confidential and should not be disclosed to third parties or recorded. You are responsible for the safekeeping of these items and you agree not to disclose or otherwise make your username or password available to anyone not authorized by you to access your accounts. If you authorize anyone to have or use your online banking credentials, you understand that person may use Online Banking to review all of your account information and make account transactions, including transactions initiated through the Bill Pay, Account Alerts, External Account Transfers, Mobile Deposit or Personal Financial Management services. Therefore, we are entitled to act on transaction instructions received using your online banking credentials authenticated by your user name, password and any applicable security code provided to you. You agree that the use of your credentials will have the same effect as your signature authorizing transactions
- **Authorization.** The Credit Union shall be entitled to rely on the authority of any person who accesses your Online Banking using valid online banking credentials, including such persons who may not be signers on your account. If you authorize anyone to use your Online Banking 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 online banking 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 online banking credentials have been changed. If you fail to maintain or change the security of your online banking credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

6. Authorized Users. You agree to provide each Authorized User a copy of these terms and in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transaction or online request by placing a call to any authorized signer on your account at our discretion. We may delay any transaction or deny your access to Online Banking without

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prior notice if we are unable to confirm any person's authority to access Online Banking or if we believe such action is necessary for security reasons.

- **Security.** You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your paper or electronic statement for each of your credit union accounts as soon as you receive it and notify us of any errors in accordance with your Membership and Account Agreement. You agree to protect the confidentiality of your accounts, account numbers and online credentials. Data transmitted via Online Banking is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure Online Banking is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing transfers, or e-mail transmitted to and from us will not be monitored or read by others.

7. Card Controls. Card Controls are a service provided through Online Banking that allows you to control certain features on your debit or credit card associated with your account. From time to time, we may make additional card control features available to you.

- **Card Lock/Unlock.** Currently, we offer the ability to lock or un-lock your cards. You may use this feature to lock and un-lock your card from authorization requests. When you lock your card, subsequent transactions will be declined. When you un-lock your card, you understand that you are restoring access to your card and the limits will be restored to the standard default limits established by WSECU. Any account owner with access to the account through the Online Banking service can activate or de-activate the card lock service on any card associated with the account.

8. Member Liability. You are responsible for all transfers you authorize using Online Banking under this Agreement. If you permit other persons to use your online banking credentials, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your online banking credentials, or your wireless access device and has accessed your accounts without your authority. Telephoning us is the best way of keeping your possible losses down. For Online Banking transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or online banking credentials, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Online Banking transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or electronically sent to you, you may be liable for the full amount of the loss if we can prove that we could have stopped someone from making the unauthorized EFT transactions. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

If you believe your online banking credentials have been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call our Contact Center at 800.562.0999 from 7:00 am-7:00 pm Monday-Friday and 9:00 am-2:00 pm Saturdays.

Or write:

**Washington State Employees Credit Union
PO BOX WSECU
Olympia, WA 98507**

9. Business Days. Our business days are Monday through Friday. Holidays are not included.

10. Fees and Charges. Please refer to WSECU's current Savings Rate and Fee Schedule for a complete list of fees associated with Online Banking and your account. From time to time, the fees may be changed. We will notify you of any changes as required by law.

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11. Right to Receive Statements. Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement monthly for each month that electronic transfers are processed on your account. If you only have a savings account and did not request or process any Electronic Funds Transfers, you will receive a statement quarterly.

12. Account Information Disclosure. We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website atwsecu.org. However, we may disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers.
- To verify the existence of sufficient funds to cover specific transactions upon the authorized request of a third party merchant.
- To comply with government agency or court orders.
- If you give us your express permission.

13. Limitation of Liability for Failure for Online Banking Services. 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 losses or damages. Our sole responsibility for an error in a transfer will be to correct the error. You agree that neither we nor the service providers shall be responsible for any loss, property damage or loss, whether caused by the equipment, software, Credit Union, or by Internet access providers, online service providers or by an agent or subcontractor of any of the foregoing. WSECU or any service providers we use to offer Online Banking will not be responsible for any direct, indirect, special or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking, Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Online Banking and may have referred to such communication as "secure," we cannot and do not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The Credit Union will not be liable for the following:

- If, through no fault of ours, you do not have 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, if applicable.
- If you used the wrong online credentials or you have not properly followed any applicable computer, or Credit Union user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or Online Banking was not properly working and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (e.g., fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process a transfer.
- If, through no fault of ours, a bill payment or funds transfer transaction does not reach a particular creditor and a fee, penalty, or interest is assessed against you.
- If the error was caused by a system beyond the Credit Union's control such as a telecommunications system or Internet service provider.
- If there are other exceptions as established by the Credit Union.

14. Termination of EFT Services. You agree that we may terminate this Agreement and your EFT services covered under this agreement, if you or any authorized users breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or online banking credentials.

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.

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15. 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.

16. Billing Errors. In case of errors or questions about your Online Banking transactions, telephone us at the phone numbers or write us at the address set forth in Section 8, as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error so you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

17. Service Availability. You acknowledge that the service is provided on an "as is" and "as available" basis. You understand that service availability is at all times conditioned upon the corresponding operation and availability of the communications systems used in communicating your instructions and requests to the Credit Union. The Credit union is not responsible for any errors, loss, damage or omissions in or to any information resulting from your use of the service or in the event of any failure or interruption of any communication systems. You 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 and assume all risks relating to these.

18. Enforcement. You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington 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 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.

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19. Service Addendums

[Bill Pay Addendum](#)

[Account Alerts Addendum](#)

[External Account Transfers Addendum](#)

[Mobile Deposit Service Addendum](#)

[Personal Financial Management Tools Addendum](#)