

## 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 and Account Alert 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, Account Alerts and External Account Transfer services or 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, Account Alerts and External Account Transfers, 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 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. The web address for Online Banking is [wsecu.org](http://wsecu.org). You are responsible for the installation, maintenance and operation of your computer. The Credit Union will not be responsible for any errors or failures involving any Internet connection or your computer. 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 your checking account through Bill Pay.

- Request that a withdrawal from any savings, checking, or loan account be mailed to you in check form.
- Receive account alerts for specific types or transactions or notices as you designate.
- Communicate with the Credit Union using the “Messages” (e-mail) feature.
- 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.** When you enroll in Bill Pay, you must designate your checking account as the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. We reserve the right to not allow the designation of a particular merchant or institution.

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 enroll in External Account Transfers, you may make electronic transfer of funds between your WSECU savings or checking accounts and an enrolled 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 enrolled. 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. The “Transfer to another Member” feature is limited to a daily transfer limit of \$2,500. 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<sup>®</sup> debit card transactions, and our Funds Availability Policy.
- **Messages.** 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 7.

## 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, password and establish security information. After your initial sign-in, you may change your password at any time by selecting the appropriate function from the “My Profile” menu within Online Banking. Our enhanced security process will display the security picture and security phrase you selected during registration every time you sign on to Online Banking. This process will occur prior to entering your username and password to help you ensure that you are on WSECU’s website prior to entering your access information. You will also be asked to 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 challenge question that you selected during the original registration process will be presented.
- **Security.** The username, password and answers to your challenge questions that you select are for your security purposes and are collectively identified as your online 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, password and/or challenge questions answers available to anyone not

- authorized by you to access your accounts. If you authorize anyone to have or use your online 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 and External Account Transfers services. Therefore, we are entitled to act on transaction instructions received using online credentials authenticated by your security picture and security phrase. You agree that the use of your online 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 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 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 credentials have been changed. If you fail to maintain or change the security of your online credentials and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

## **6. Authorized Users/Sub-Users**

You agree to provide each Authorized User and Sub-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 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. 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 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 credentials and 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 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. Your liability for unauthorized loan transactions through Online Banking is \$50.

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 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 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 9:30 am-2:00 pm Saturdays.

**Or write:**

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

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

**9. 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 charges may be changed. We will notify you of any changes as required by law.

**10. 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.

**11. 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.

**12. 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.

**13. Termination of EFT Services.** You agree that we may terminate this Agreement and your EFT services, 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 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.

**14. 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.

**15. 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 7, 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.

**16. 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.

## **17. Service Addendums**

[Bill Pay Addendum](#)

[Account Alerts Addendum](#)

[External Account Transfers Addendum](#)