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## Electronic Services Agreement

This Electronic Services Agreement covers your and our rights and responsibilities concerning your Online and Mobile: Banking, Online Bill Payment, External Transfers, ATM & Debit Card and Deposit Capture services (“Electronic Services”) offered to you by HAPO Community Credit Union. By signing a Membership Card Account Agreement or using any Electronic Service, you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments. Electronic funds transfers (“EFTs”) are electronically initiated transfers of money through any channel involving your accounts at the Credit Union, excluding personal Deposit Capture transactions. If the account accessed by the EFT service is held by a business member or the services used for business purposes it is considered a business account in this Agreement. In this Agreement, the words “you” and “yours” mean the account holder and any authorized users. The words “we,” “us,” and “our” mean the HAPO Community Credit Union (“Credit Union”). For purposes of EFT transactions, our business days are Monday through Friday excluding holidays. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement and transactions involving a line of credit account will be subject to your Loan Agreement and Disclosures, as applicable.

### 1. Online Banking Service.

**a. Service and Access.** Upon approval, you may use your personal computer to access your accounts. You must use your username along with your password to access your accounts. The Online Banking service 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 services may not be available due to system maintenance. You will need a personal computer and a web browser (such as Safari or Internet Explorer). The Online address for the Online Banking service is [www.hapo.org](http://www.hapo.org). You are responsible for the installation, maintenance and operation of your computer and internet access. The Credit Union will not be responsible for any errors or failures involving any service provider (such as phone or internet) or your computer. At the present time, you may use the Online Banking service to:

- Transfer funds between your savings, checking and money market accounts.
- Transfer funds from your savings, checking and money market account to a loan account.
- Transfer funds from your savings, checking and money market account to an account of another member at the Credit Union if you have the other member’s name, Member ID, account type and account number. (Please note that your account number may be displayed on the statement of the recipient, indicating where the funds were transferred from).
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance, and transaction history for savings, checking, money market, certificate, and IRA accounts.
- Review information on your loan account.
- Make bill payments from your checking account using the Bill Pay service.
- Make transfers to accounts at other financial institutions using our A2A service or P2P service.
- Order new checks for your checking account.
- Additional account/card requests and services are available.

**b. Online Banking Service Limitations.** The following limitations on Online Banking transactions may apply:

*Transfers.* You may make funds transfers to your other accounts as often as you like. However, transfers from your money market accounts will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your Membership and Account Agreement or Loan Agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds or lower an account below a required balance. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

*Account Information.* The account balance and transaction history information may be limited to recent information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM or Mobile Deposit Capture deposit transactions and our Funds Availability Policy outlined in our Membership and Account Agreement.

### 2. Mobile Banking Service.

**a. Service and Access.** Mobile Banking is a personal financial information management service that allows you to access account information and make transactions as set forth above using compatible and supported mobile phones and/or other compatible and supported wireless devices (“Mobile Device”). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. When you register for Mobile Banking, designated accounts, and payees (or billers) linked to your account through Online Banking and Bill Payment services will be accessible through the Mobile Banking service. At the present time, you may use the Mobile Banking account access service to:

- Transfer funds between your savings, checking and money market accounts.
- Transfer from your savings, checking and money market accounts to a loan account.
- Transfer funds from your savings checking and money market account to an account of another member at the Credit Union if you have the other member's name, member ID, account type and account number. (Please note that your account number may be displayed on the statement of the recipient, indicating where the funds were transferred from).
- Transfer funds from a line of credit account to your savings, checking, or money market account.
- Review account balance and transaction history.
- Review information on your loan account.
- Make bill payments from your checking account using the Bill Pay service.
- Make check deposits using the Mobile Deposit Capture service.
- Additional account/card requests and services are available

*Use of Services.* You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the instructions posted on our website. You also accept responsibility for making sure that you know how to properly use your Mobile Device and the Mobile Banking software application. In the event we change or upgrade Mobile Banking, you are responsible for making sure you that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device.

*Relationship to Other Agreements.* You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., Verizon, Sprint, T-Mobile, Alltel, etc.). You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

*Mobile Banking Software License.* You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license ("License") to download, install and use the software application on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you will be required to download and install the software application to that new or different Mobile Device. This License shall be deemed revoked immediately upon:

- Your termination of Mobile Banking in accordance with this Agreement.
- Your deletion of the software application from your Mobile Device.
- Our written notice to you at any time with or without cause. If this License is revoked for any of the foregoing reasons, you agree to promptly delete the software application from your Mobile Device.

*Your Obligations.* When you use Mobile Banking to access accounts, you agree to the following requirements:

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

*User Conduct.* You agree not to use Mobile Banking, or the content or information delivered through Mobile Banking in any way that would:

- infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the software application;
- be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity;
- 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);
- be false, misleading, or inaccurate;
- 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;
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- potentially be perceived as illegal, offensive, or objectionable;
- interfere with or disrupt computer networks connected to Mobile Banking;
- interfere with or disrupt the use of Mobile Banking by any other user, or
- use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**b. Mobile Banking Service Limitations.** 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 Mobile

Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access Mobile Banking. You agree to exercise caution when utilizing the Mobile Banking application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information. Financial information shown on Mobile Banking reflects the most recent account information available through Mobile Banking and may not be current. You agree that neither we nor our service providers will be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

### **3. External Transfers Services.**

**a. A2A Terms.** You agree to use the service for legal purposes and not in violation of any laws, including but not limited to, laws and regulation designed to prevent money laundering and laws prohibiting internet gambling. For a joint account, you represent and warrant that all joint account owners have consented your use of the account with this Service on their behalf.

*Authorization to Transfer Funds.* You represent to the Credit Union that you own each Eligible Credit Union Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, you authorize the Credit Union to execute and charge your Eligible Credit Union Account(s) for any A2A transfer request to a Verified Account and from a Verified Account to your Eligible Credit Union Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when your A2A transfer requests are made in accordance with the procedures established by the Credit Union. You agree that the Credit Union has no obligation to execute any request for a transfer using A2A transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an A2A transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until you have informed the Credit Union and the Credit Union has had a reasonable opportunity to act on it. You agree that the Credit Union is relying upon the information you provide in originating an A2A transfer on your behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding your Verified Account are your responsibility. You agree that if A2A transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. You understand that financial institutions holding your Verified Accounts may not investigate discrepancies between names and numbers and the Credit Union has no responsibility to investigate discrepancies between names and account numbers. Not all types of accounts are available for funds transfer service, for example, retirement, business, or corporate accounts. Also, you must check with your financial institution to verify their ability to participate in the external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution. All funds transfers are also subject to the rules and regulations governing the relevant Verified Accounts. You agree not to request any A2A transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

*Account Set-up and Verification.* The Credit Union will initiate a funds transfer request for you when you access your Eligible Credit Union Account(s) through the Online Banking service using the established login credentials. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an A2A transfer but not to detect errors in the content of your instructions. You authorize the Credit Union to verify your account at another financial institution ("Third Party Account") through the use of a trial transfer, in which three low value transactions will be made between the accounts. Once the verification process is successful, each Third-Party Account will become a Verified Account. You agree to verify online the amounts of such deposits and/or withdrawals. Upon your request, we will make electronic transfers from your designated and active Eligible and Verified Accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this Service constitute your written authorization for such transfers. You understand that your bank may limit the number of transactions that you authorize using your savings or money market account.

*Transfer Requirements and Conditions.* When an Online Banking A2A Payment is made, the funds are withdrawn from your account within 1-3 business days. It is your responsibility to have the funds available when you initiate the transaction and maintain those available funds in the account for withdrawal. You agree that such requests constitute your authorization to us and the payment network to make the transfers. Once you have provided your authorization for the transfer, you may not be able to cancel the electronic transfer. Your request for a transfer will be processed on the current business day so long as it is initiated by the cutoff time of 10:00 p.m. PST. If your request for a Standard transfer is received by the Credit Union on a day that is not a business day or on a business day after the established cut-off hour, we will not process your request until the next business day. We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a Disqualifying Event, including: (1) any of your Credit Union accounts are not current or are not in good standing, (2) you have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Credit Union account during the current or three prior calendar months, or (3) you have had any prior transfer to or from a non-Credit Union account canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

*Modifying or Cancelling Pending Transfers.* Pending transfer instructions can be cancelled or modified until the status changes to "In Process". Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. If you close any of your Eligible or Verified Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

*Rejection of an A2A Transfer Request.* The Credit Union reserves the right to reject your funds transfer request. The Credit Union may reject a request if the dollar value of one or more of your transfer requests exceed the daily or monthly transfer limit, if you have insufficient available funds in your Eligible Credit Union Account for the amount of the A2A transfer, if your request is incomplete or unclear, if the Credit Union identifies a security risk related to a requested transfer or if the Credit Union is unable to fulfill your request

for any other reason. You understand that if the Credit Union rejects a request for an A2A transfer for one or more of the reasons set forth above, you will be informed of the rejection during your online session or by e-mail as soon thereafter as the Credit Union has determined to reject the request.

*Cancellations, Amendments or Recalls.* You may cancel or amend a funds transfer request only if the Credit Union receives your request prior to the execution of the funds transfer request and at a time that provides the Credit Union with a reasonable opportunity to act upon that request. The Credit Union shall not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request. You further agree that the Credit Union shall not be responsible for any delay, or failure to execute your funds transfer request due to circumstances beyond the Credit Union's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request to the bank or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

**4. Bill Pay Service.** When you apply for the Bill Pay Service 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. You have the option to set your payments up as recurring or manual one-time payments. You are not permitted to designate governmental agencies or courts. We reserve the right to not allow the designation of a particular merchant or institution. You may not use this service to pay taxes. Unless advised otherwise, payments may only be made to payees located in the United States. The actual payment mailings (checks) and electronic funds transfers of bill payments are handled by an independent third party. Neither the Credit Union nor our third-party affiliates will be responsible for the completion and accuracy of the transaction information that you submit, add, or delete from the online bill payment platform. You or any persons who you have authorized to use your Bill Pay Service, Online Banking Service, password, or any access code can perform the following transactions:

- Pay any designated merchant, institution, or individual in accordance with this Agreement a fixed recurring amount or a variable amount on demand, from your designated checking account.
- Obtain information (payee information, payment status information, etc.) about your Bill Pay account status.

*Bill Pay Transactions.* You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate two different types of payment transactions:

- "On demand" or "one-time" payments are payments that are not recurring. You set up the payment date and amount each time you wish to make a payment to the payee. You may cancel or edit a payment if the status is pending.
- "Recurring" payments are payments that are recurring on a fixed date and for a fixed amount. You have an option in the Bill Pay system to set these automatic payments to continue indefinitely or set a maturity date. You may cancel or edit a payment if the status is pending.

*Authorized Payments.* When you transmit a bill payment instruction to us, you authorize us to transfer funds to make the bill payment transaction from your checking account or any other account you designate. We will process bill payment transfer requests only to those payees the Credit Union has designated in its User Instructions and such payees as you authorize and for whom the Credit Union has the proper payee code number. The Credit Union will not process any bill payment transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient available funds in your account to make the bill payment request, we may either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appear to the Credit Union to be fraudulent or erroneous.

*Processing Payments.* The amount of your requested bill payments will be deducted from your account (normally within two business days of the date that the payment is transmitted to the payee). You will receive a confirmation number at the time of each transaction. Therefore, you must have sufficient funds available to cover your payment on the date in which the payment is scheduled to be issued. Bill payments are delivered to the payee either electronically, which may take up to five business days from the scheduled debit date, or by check to those payees not set up to accept electronic payments, which may take up to ten business days from the scheduled debit date. It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. You should enter and transmit your bill payment instructions at least ten (10) business days before a bill is due. If you do not allow sufficient time, you assume full responsibility for any late payments or finance charges that may be imposed as a result of your failure to transmit a timely bill payment authorization.

*Canceling or Changing Bill Payments.* You may cancel future and recurring bill payments under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a bill payment that you have already scheduled for transmission through the Bill Pay Service, you may electronically edit or cancel your payment request through the Bill Pay Service. Your cancellation request must be entered and transmitted through the Bill Pay Service before the date you have scheduled for payment. If your request is not entered timely, you will be responsible for the payment. If you wish to place a stop on a bill payment transaction that was issued by check, you will need to contact the Credit Union at (509) 943-5676 or (800) 284-4276 to request a stop payment. You agree to pay a \$26 stop payment fee which will be debited from your bill pay funding account by the bill pay service provider.

**5. ATM & Visa® Debit Card Services.**

*ATM Transactions.* There is a limit of ten (10) ATM transactions in a twenty-four (24) hour period. You may withdraw up to \$1,000.00 (if there are sufficient available funds in your account) per day at any authorized ATM, subject to limits placed by each individual ATM. You may use your Visa debit card (“card”) and PIN at the Credit Union ATMs and such other machines we may designate. You may use your card to make the following transactions on your accounts:

- Withdraw cash from your saving and checking accounts.
- Transfer funds between your savings and checking accounts.
- Deposit funds into your savings and checking accounts.
- Make account balance inquires.

*Visa® Debit Purchases.* There is a limit of forty (40) debit card transactions in a rolling twenty-four (24) hour period. This includes Point of Sale and Money Transfer Funding (MTF) and Money Transfer Credit (MTC) transactions. You may use your Visa Debit card to purchase goods and services any place it is honored by participating merchants, including at point of sale (POS) terminals within the networks or such other POS terminals as the Credit Union may designate. Funds to cover your card purchases will be deducted from your checking account. If the available balance in your account is not sufficient to pay the transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Protection Services you have elected. The daily limit for purchase transactions at POS terminals is \$10,000.00. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient available funds or lower an account below a required balance. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits.

*Teen Debit Card Purchases.* HAPO offers a Teen Debit Card option for qualified minor accounts. The Teen Debit Card has the following limits and restrictions:

- Minor must be 11 years of age or older
- Daily ATM limit of \$100
- Daily POS Limit of \$500
- No international transactions allowed
- No cash back at point of sale (POS)
- Max of five (5) Money Transfer Funding/Money Transfer Credits per day
- Max of three (3) Online/e-commerce transactions per day
- Blocked Merchant types:
  - Money Orders
  - Massage Parlors
  - Lottery purchases
  - Tobacco Merchants
  - Gambling

If you have not conducted a transaction with your account access device(s) ATM/Debit card for six months, your access device will be considered inactive and will not renew upon expiration. If you would like your access device reissued, please contact the credit union to request a renewal.

**6. 24 Hour Teller Service (Audio Response).** You may access your account via a touch-tone telephone using your account number and PIN issued by the Credit Union. Not all push-button telephones are touch-tone; however, converters may be purchased for pulse and rotary dial telephones. You are limited to six (6) transfers and withdrawals per month without a signature from your money market accounts (see Transfer Limitations in the Membership and Account Agreement). Transfers or withdrawals may not exceed the available funds in your account. This service may be unavailable during scheduled maintenance or an unforeseen connection issue. At the present time you may:

- Obtain general account information (checking, savings, money market, certificates, IRAs & loans).
- Make account transfers.
- Transfer funds to make your HAPO loan payments.
- Determine if a check has cleared your account.
- Request stop payments.
- Obtain dividend, interest, and other account service information.

**7. Preauthorized Electronic Funds Transfers (EFTs).** Upon approval, you may establish certain preauthorized funds transfers to or from your accounts. These preauthorized funds transfers are instructions to third parties to make deposits to your account or to initiate a debit from your account in the amounts and times you specifically authorize in writing.

*Direct Deposit.* Upon instruction of your employers, the Treasury Department or other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings and/or checking account.

*Pre-authorized Debits.* You may authorize a third party to automatically debit your savings or checking account on a recurring basis to pay for goods and services or to make your loan payments. If the available balance in your account is not sufficient to pay the

transaction amount, the Credit Union may treat the transaction as an overdraft request pursuant to the Overdraft Protection Services you elected. If you initiate a transaction that overdraws your account, you agree to make immediate payment of the overdrawn amount including any service charges or fees. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

*Variance to Pre-authorized Debits.* If your pre-authorized debits vary in amount the payee will notify you ten (10) days before each payment. Notification will include the date and payment amount. You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set per your vendor agreement.

*Pre-authorized Debit Stop Payments.* You may ask the Credit Union to stop payment on any pre-authorized charges drawn upon your account. You must notify us verbally or in writing at any time up to three (3) business days before the scheduled date of the transactions. Verbal requests require a signed acknowledgment that must be received within fourteen (14) days, or your verbal stop payment will expire. A written stop payment order will be effective for six (6) months. The Credit Union is not obligated to notify you and will not notify you when a stop payment order expires. If you request a stop payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**8. Wire Transfer Services.** By signing a Wire Transfer Authorization ("Wire Transfer Authorization") or requesting or authorizing a representative of yours to initiate a wire transfer order, you agree to the terms and conditions of the Wire Transfer Service in the manner outlined below. This Wire Transfer Agreement between HAPO Community Credit Union ("Credit Union") and the member and their authorized agents ("member") governs the origination of wire transfers by or on behalf of the member.

*Definitions.* The party whom the member is transferring the funds to is the "Beneficiary." The bank or financial institution at which the Beneficiary maintains the account to which the funds are being transferred or the bank disbursing the funds to the Beneficiary is the "Beneficiary Bank." The entire series of transactions, commencing with the request for a wire transfer, up until and including the payment to the Beneficiary shall be referred to as a "funds transfer" or "wire transfer."

*Service Description.* The Credit Union offers a wire transfer service that enables the members to transfer funds by wire from specific member account(s) to any other account(s) specified by the member, whether such accounts are at the Credit Union or another financial institution. Members may initiate a funds transfer by contacting the Credit Union in the manner set forth below. The member may select the day the funds transfer should occur, and the Credit Union will, subject to the terms and conditions set forth in this Agreement and any Wire Transfer Authorization, send the funds transfer on the designated date in accordance with the instructions outlined by the member.

*Funds Transfer Business Days & Cutoff Times.* Funds transfers occur on non-holiday weekdays (Monday through Friday) only. The Credit Union's funds-transfer cut-off time is 2:00 PM PST for domestic wires. Wire transfer requests received after the applicable cutoff times may be treated as having been received on the next business day and processed accordingly. Wire requests may be subject to further review which may cause a delay or cancellation of the request. The receiving institution may also take additional time to process. If you have a situation where you need research done, please keep in mind that the Credit Union may take additional time to process this research. The Credit Union may establish or change from time-to-time cutoff times for the receipt and processing of funds transfers requests, amendments, or cancellations. Wire Transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next business day and processed accordingly.

*Maintaining Available Funds.* It is your responsibility to have the available funds to cover your wire request when you initiate the transaction and maintain those funds in the account until the wire transfer is processed. You understand that the withdrawal for the wire transfer is not done until the request is completed, which could be the next day or several days after the initial request. If the funds are not available, the wire transfer will not be completed, and we will attempt to notify you at the contact information you have provided.

*Account Limitations.* It is the policy of the Credit Union to accept funds transfers from any of your share accounts; however, with respect to your money market accounts, we will allow you to make no more than six (6) withdrawals or transfers to another account of yours, or to third parties, by means of a preauthorized or automatic transfer, or telephonic order or instruction, or similar order per month. You may not initiate any wire transfer to facilitate any transaction related to internet gambling.

*International Transfers.* Our cutoff times for international wire transfers may vary based on the location of the recipient and other factors. Contact us before initiating an international wire transfer to determine the applicable cutoff time. Our processing of international transactions may be delayed if necessary to complete screening required by Federal law. The Credit Union makes no representation as to the availability of funds to a recipient in a foreign country at any particular time or date, or at all. All entries will be credited to or debited from the account you have with us in U.S. dollars. We will arrange for any necessary conversion of currency at rates available to us at the time we make the conversion. You understand that the receiving institution may elect to convert a U.S. Dollar wire transfer to a foreign currency at rates specified by the other institution before crediting the beneficiary. You will bear all risk of currency conversion.

*Fees.* The Credit Union may charge an account for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made and any applicable fees for wire transfers set forth on the HAPO Fee Schedule. All fees are subject to change from time to time at the discretion of the Credit Union.

*Member Indemnity.* The member shall be liable to the Credit Union for and shall indemnify and hold the Credit Union harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, by the member or any other person acting on the member's behalf, including without limitation: (1) a breach by the member of any provision of this Agreement; (2) the Credit Union debiting or crediting the account

of any person as requested by the member; (3) the failure to act or the delay by any financial institution other than the Credit Union; and (4) the Credit Union accepting any verbal wire transfer request or information by telephone through the Credit Union's Call Center without the signature or proper identification of the member or the member's representative requesting the transfer.

**Credit Union Liability.** The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement and should be liable only for its negligence or willful misconduct in performing the services. The Credit Union shall not be liable for acts or omissions by the member or any other person; including without limitation any wire transfer system, any Federal Reserve Bank, any Beneficiary Bank, and any Beneficiary, none of which shall be deemed the Credit Union's agent. Without limitation, the Credit Union may be excused from delaying or failing to act if caused by illegal constraint, interruption of transmission or communications facilities, equipment failure, war, emergency conditions, strikes or other circumstances beyond the Credit Union's control. In no event shall the Credit Union be liable for any consequential, special, punitive, or indirect losses or damages incurred relating to this Agreement, including without limitation, subsequent wrongful dishonor resulting from the Credit Union's acts or omissions.

**Notice of Errors.** All transfers will appear on the member's regular account statement. It is the member's obligation to examine the statement for any discrepancy concerning any funds transfer. If the member fails to notify the Credit Union of any such discrepancy within fourteen (14) days after the member received the statement or other sufficient information to detect such discrepancy, the Credit Union shall not be liable for and the member shall indemnify and hold the Credit Union harmless from any loss of interest with respect to the wire transfer and any other loss which could have been avoided had the member given such notice. Within sixty (60) days after notification has been received that the wire transfer has been executed, the Credit Union must be notified of any errors, delays or other problems related to the funds transfer. If the member fails to notify the Credit Union within sixty (60) days after receiving the statement, the member is precluded from any claim against the Credit Union. In the event that the funds transfer is delayed or erroneously executed, and a loss is suffered as a result of the Credit Union's error, its sole obligation is to pay or refund such amounts as may be required by applicable law. If the Credit Union becomes obligated under Article 4A to pay interest, the rate of interest to be paid shall be equal to the dividend rate on a daily basis, applicable to the account at the Credit Union to which the funds transfer should have been made or from which the funds transfer was made.

#### **a. Wire Transfer Agreement**

**Security Procedures.** The member and the Credit Union shall comply with the security procedure requirements described herein. In addition, the Credit Union may but is not required to take additional actions to verify the identification of the member or its agents, or to detect any error in the transmission or content of any wire transfer request. Provided the Credit Union complies with the security procedures, the member shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by the member. If the Credit Union does not follow the security procedure but can prove the transfer request was originated by the member, the member will still be liable for the transfer amount plus transfer fees. The member authorizes the Credit Union to record electronically or otherwise any telephone calls relating to any transfer under this Agreement. The security procedures established hereunder are commercially reasonable and the member and Credit Union agrees to comply in all respects with such procedures.

**Phone or Fax Requests.** The Credit Union will verify your ID against our records. If we do not have an ID on file, the faxed copy must be notarized. If a callback is necessary, the call back to you will be performed regardless of whether a notary is required. We may conduct the call back verification to any number that we have on file. If a signature is required, we will verify it against Credit Union records. In the event the Credit Union is unable to verify your signature, the form bearing your signature will need to be notarized.

- \$500 or less – A series of questions must be answered. If the funds are going to a 3<sup>rd</sup> party, a signed Outgoing Wire form and a copy of your ID will be required.
- \$500.01 to \$4,999.99 -A series of questions must be answered. An Outgoing Wire form must be signed regardless of recipient, and a copy of your ID will be required.
- \$5,000 or greater- A series of questions must be answered. An Outgoing Wire form must be signed, and a call back will be performed regardless of recipient.

**Security Procedure Protection.** The member and the Credit Union will preserve the confidentiality of the security procedure. If the member becomes aware of a breach, or suspects that a breach may occur, it will immediately notify the Credit Union in a manner affording the Credit Union a reasonable opportunity to act on the information.

**Member Bound by Funds Transfer Requests.** The member will be bound by any funds transfer request, whether authorized, issued in its name and accepted by the Credit Union in compliance with the designated security procedure.

**Inconsistent Data and Rejections of Wire Transfer Instructions.** If a wire transfer request indicates an intermediary bank or Beneficiary Bank inconsistently by name and identifying number, the execution of the wire request may be based solely upon the number even if the number identifies a bank different from the named bank. If a wire transfer request describes a Beneficiary inconsistently by name and account number, payment might be made to the Beneficiary Bank solely upon the account number even if the account number identifies a person different from the named Beneficiary. The member's obligations shall not be excused in these circumstances. The Credit Union shall reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, or other requirements set forth in this Agreement, such as availability of funds on deposit. The Credit Union may reject, except when prohibited by law, at its sole discretion, any transfer request it receives from the member for any reason. The Credit Union shall notify

the member of the Credit Union's rejection of the transfer request by telephone, electronic message, or mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC). The Credit Union is prohibited by law to complete any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons and will "block" the funds until OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the member as a result of the Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement. The Credit Union may, at its sole discretion, but without obligation or duty to do so except to the extent otherwise specifically provided in this Agreement, by a notice of rejection delivered verbally, electronically or in writing, reject any funds transfer request, including, without limitation, any request that the Credit Union believes:

- exceeds the collected and available funds on deposit in your designated account(s);
- is not authenticated to the Credit Union's satisfaction, or which the Credit Union otherwise believes may not be authorized by you;
- contains incorrect, inconsistent, ambiguous, or missing information;
- involves funds which are subject to a lien, security interest, claim hold, dispute, or legal process prohibiting withdrawal;
- exceeds legal, regulatory, payment system or governmental policy limitation;
- may have been issued without proper authorization; or is incomplete.

*Rejection of the Credit Union's Transfer Request.* If the Credit Union receives notice that a wire transfer transmitted by the Credit Union has been rejected, the Credit Union shall notify the member of such rejection, including the reason given for rejection by telephone, electronic message, or mail. The Credit Union would have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original funds transfer request. The Credit Union shall incur no liability to you for any losses incurred by the Credit Union's refusal, with or without notice to you, to honor any funds transfer request.

*Cancellation and Change by Member.* The Credit Union is not obligated (and is not liable for its failure) to cancel or amend a funds transfer request after its receipt by the Credit Union. The Credit Union will, however, make reasonable efforts to comply with your request to cancel or amend a funds transfer request. Any request for cancellation or amendment must be made in compliance with the Security Procedure. You will indemnify and hold the Credit Union harmless from any and all liabilities, costs, and expenses the Credit Union may incur in canceling or amending, or in attempting to cancel or amend, a funds transfer request.

*Governing Law.* The origination of Domestic Wire Transfer orders through the Credit Union shall be governed by the laws of the state of Washington, UCC Article 4A, and Federal Reserve Regulation J and this Agreement. To the extent of any inconsistency between the terms of these Agreements, the terms of this Agreement shall govern.

**9. Mobile Deposit Capture Service.** The Mobile Deposit Capture service allows you to make deposits to your accounts using compatible and supported mobile phones and/or other compatible and supported mobile devices. You must designate a Credit Union savings or checking account as the settlement account to be used for the purposes of settling, in aggregate, the financial transactions requested in connection with the Mobile Deposit Capture service. The Credit Union shall provide you with details of the specific transactions, reported similarly as other transactions may be done, that were a result of access to the service.

*Funds Availability.* Funds from items deposited through the Mobile Deposit Capture service will generally be available on the second business day following the day of deposit, pending verification of deposit. There may be additional holds on deposited items as set forth in the Credit Union's Funds Availability Policy outlined in our Membership and Account Agreement, as amended from time to time. You agree that the scanning and transmitting of checks does not constitute receipt by the Credit Union. Acknowledgment of receipt or delivery does not constitute an acknowledgment by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available.

*Deposit Acceptance.* You agree that the Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you by the Mobile Deposit Capture service. In the event that the Mobile Deposit Capture service is interrupted or is otherwise unavailable, you may deposit checks in-person, at an ATM, via night drop, mail, or other contractually acceptable method.

*Deposit Limitations.* You understand and agree that Mobile Deposit Capture limits can fluctuate depending on account activity and relationship factors. Applicable limits will be displayed as assigned within the Mobile Deposit Capture system.

*Responsibility for Image Capture.* You are solely responsible for the image capture of deposit items, accessing the service from the Credit Union and for maintaining your mobile device. You are responsible for the payment of all telecommunications expenses associated with the service. The Credit Union shall not be responsible for providing or servicing any scanning equipment or mobile device of yours.

*Deposit Requirements.* You agree that you will only use the Mobile Deposit Capture service to deposit checks drawn on financial institutions within the United States. You must deposit checks not falling within this requirement in person, using a night drop facility or by mail. You agree that each check you submit for deposit through the Mobile Deposit Capture service will meet image quality requirements.

*Check Retention & Destruction.* You understand and agree that all deposit items belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement. After receipt by the Credit Union of any transmission by you of imaged items for deposit to your account, the Credit Union will acknowledge by electronic means its receipt of such electronic



transmission. Your electronic transmission is subject to proof and verification. You shall retain the original of all imaged items that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed and shall properly destroy and dispose of such original checks after such time. When you destroy and dispose of, the original checks pursuant to the requirements of this Agreement, you understand and agree that you must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.) During the period that you maintain the original checks, you understand and agree that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation:

- Theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Mobile Deposit Capture service), and
- unauthorized use of information derived from the original checks.

**Endorsement.** All items must be endorsed prior to submitting them via the Mobile Deposit Capture service. The endorsement must include the signature of all payees. Checks not payable to an account owner may be reversed upon review by the Credit Union. Endorsements need to include the written statement "Mobile deposit at HAPO".

**Financial Responsibility.** You are solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient available funds, associated with accessing the service. The Credit Union shall not be liable in any manner for such risk unless the Credit Union fails to follow the procedures described in materials for use of the service. You assume exclusive responsibility for the consequences of any instructions it may give to the Credit Union, for your failure to access the service properly in a manner prescribed by the Credit Union and for your failure to supply accurate input information.

**a. Mobile Deposit Capture Service Prohibitions.** You shall not deposit, attempt to deposit, allow others (either directly or indirectly) to deposit, or attempt to deposit, by any means:

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

If you or any third party transmits, or attempts to transmit, a deposit in violation of this subsection you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such item. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent available funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. You further acknowledge that you (and not the Credit Union) are responsible for the processing and handling of any original items which are imaged and deposited utilizing the service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

**Your Representations and Warranties.** In the event you breach any of these representations or warranties, you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damages and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code. You represent and warrant:

- that you will comply with all federal and state laws, rules and regulations applicable to Mobile Deposit Capture transactions, including those of the National Automated Clearing House for ACH transactions;
- that all checks scanned through image transport are made payable to you;
- that all signatures on each check are authentic and authorized; and
- that each check has not been altered.

**b. Credit Union's Obligations.**

**Financial Data.** We will transmit financial data under our control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. We shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons. You agree that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to you, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance, and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care. We will retain any substitute checks we generate for seven (7) years.

*Exception Items.* When we review and process your electronic file, we may reject any electronic image that we determine to be ineligible for the service ("exception item") including, without limitation, electronic images of items drawn on banks located outside the United States, items drawn on U.S. Banks in foreign currency, electronic images that are illegible (due to poor image quality or otherwise), electronic images of items previously processed, electronic images previously converted to substitute checks, and electronic images with unreadable MICR information. We will notify you of any exception Items. You agree that if you wish to attempt to deposit any exception item to any account with the Credit Union, you shall only do so by depositing the original item on which the exception item is based. You acknowledge and agree that even if the Credit Union does not initially identify an electronic image as an exception item, the substitute check created by us may nevertheless be returned to us because the electronic image is deemed illegible by a paying bank.

*Disclaimer of Warranties.* YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND 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). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU ASSUME ALL RISKS RELATING TO THE FOREGOING.

**10. Conditions of Account and Card Use.** The use of your card and account are subject to the following conditions.

*Card Ownership.* Any card or other device we supply to you is our property and must be returned to us (or to any person whom we authorize to act as our agent, or any person who is authorized to honor the card) immediately according to instructions. The card may be repossessed at any time and at our sole discretion, without demand or notice. You cannot transfer your card or account to another person. You may not use the card for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe poses an undue risk of illegality or unlawfulness.

*Honoring the Card.* Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor it or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of cash.

*PIN or Access Code.* The PIN or access code you select is for your security purposes. The PIN or access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN or access code. You agree not to disclose or otherwise make your PIN or access code available to anyone not authorized to sign on your accounts. You agree that if you provide your PIN or access code to a joint owner on your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. The Credit Union has no responsibility to inquire about the person's authority or permission to access your information and will not be liable for providing any account information access to such person. If you authorize anyone to have or use your PIN or access code, you understand that person may use Electronic Services to review all your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your PIN or access code, and you agree that the use of your PIN or access code will have the same effect as your signature for authorizing transactions. If you authorize anyone to use your PIN or access code in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union that transactions and access by that person are no longer authorized and your PIN or access code is changed. If you fail to maintain or change the security of your PIN or access code and the Credit Union suffers a loss, we may terminate your EFT and account services immediately.

*Foreign Transactions.* Purchases and cash advances made in or with merchants located in foreign countries will be billed to you in U.S. dollars. The currency conversion rate for international transactions as established by Visa International, Inc. is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. If there is a currency conversion, you will be charged a foreign transaction fee of 1% of the transaction amount for any card transaction made in or with merchants located in a foreign country.

*Illegal Internet Gambling.* You agree that all transactions you initiate by using your Visa debit card are legal in the jurisdiction where you live and/ or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your Visa debit card may only be used for legal transactions. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions with our Visa debit card.

*Non-Visa Debiting Transactions Processing.* We have enabled non-Visa debit transaction processing. This means you may use your Visa debit card on a PIN-debit network (non-Visa networks) without a PIN. The non-Visa debit network(s) for which such transactions are enabled is the STAR Network. Examples of the actions you may be required to take to initiate a Visa transaction on your Visa debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a POS terminal. Examples of actions required to initiate a transaction on a PIN-debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through PIN

use. The provisions of your agreement with us relate only to Visa transactions and are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-debit network. Therefore, the liability rules for other EFTs in Section 12 for Member Liability will apply. Visa rules generally define PIN-debit networks as non-Visa debit networks that typically authenticate transactions by using a PIN but are not generally known for having cards present.

**11. Electronic Services Security.** The use of your Account and Electronic Services are subject to the following conditions.

*Security of Password/Access Code.* Any password or access code ("password") that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Electronic Service to review all of your account information and make account transactions. Also, you are responsible for all Bill Payment, transfers, or other transactions you authorize using Electronic Services. If you permit other persons to use your personal computer, mobile device and password or other means to access Electronic Services, you are responsible for any transactions they authorize. 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. For anyone you authorize 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 PIN is changed. If you fail to maintain or change the security of your Password and the Credit Union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

*Joint Accounts.* If any of the accounts that you register under the Bill Payment or Electronic Service is a joint account, you represent that your joint accountholder has consented for you to use that account with any Service.

**12. Member Liability.**

*Authorized Transactions.* You are solely responsible for all transfers you authorize using any Electronic Service under this Agreement. If you permit other persons to use any Electronic Service, password, PIN, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. You understand that any transaction by a business owner, employee, agent, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, are considered authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords, and other information to prevent unauthorized access to or use of your accounts or services.

*Notification to the Credit Union.* Contacting us by phone is the best way of keeping your possible losses down. If you believe your account, PIN or access code has been compromised or that someone has transferred or may transfer money from your account without your permission, call: HAPO Community Credit Union (509) 943-5676 or (800) 284-4276 or write: HAPO Community Credit Union, 601 Williams Blvd., Richland, WA 99354. Tell us at once if you believe:

- someone has used your account, PIN or access code and accessed your accounts without your authority; or
- if you believe that an electronic funds transfer has been made without your permission using information from your check.

*Consumer Accounts.* For consumer accounts, you are responsible for all transfers you authorize using your Electronic Services under this Agreement. If you permit other persons to use an Electronic Service, card, or access code you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your account, card or access code and accessed your accounts without your authority or if you believe that an electronic funds transfer has been made without your permission using information from your check.

For all EFT transactions except electronic check and Debit Card transactions, if you tell us of the unauthorized use of your account 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 EFT service, 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.

For Debit card transactions, if you notify us of the loss, theft, or unauthorized use of your card or other devices which we supply to you, you will not be liable for any unauthorized use for purchases processed through Visa (Visa zero liability) provided, you promptly notify us and you were not negligent or fraudulent in handling your card. In order to process an unauthorized claim, you must provide us a written statement regarding your unauthorized card claim. Unauthorized use does not include use by a person you have given your card to or use by a person you have given authorization to use your card.

Also, if your statement shows EFT transfers that you did not make including those made by card, access code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was made available to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time (1) for unauthorized Debit Card purchase transactions - up to the limits set forth above and (2) for all other unauthorized EFT transactions - up to the full amount of the loss.

*Business Accounts.* For accounts used for a business purpose, you understand that any transaction by a business owner, employee, agent, or anyone you authorize to transact business on your account or any transaction by an authorized person that exceeds

the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, passwords, and other information to prevent unauthorized access to or use of your accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you must notify us immediately. When you give someone your password, you are authorizing that person to access your deposit accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

**13. Fees and Charges.** There are no fees or charges for the Electronic Services except as set forth in this Agreement and the HAPO Fee Schedule. Your normal account charges will continue to apply as set forth on the Fee Schedule. You authorize us to automatically charge your account for all such fees incurred under this Agreement. In the future, we may add to or enhance the Service features and by using such added or enhanced features, you agree to pay any applicable fees.

**14. Transaction Documentation.**

*Periodic Statements.* Transfers, withdrawals, and payments transacted through an Electronic Service will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. You may request that your statement be provided electronically.

*Online and Mobile Banking Services.* Transaction history is also available through the Online and Mobile Banking services.

**15. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our Privacy Policy as stated on our website at: [www.hapo.org/privacy-policy](http://www.hapo.org/privacy-policy). However, we may disclose information to third parties about your Online Banking transfers you make in the following limited circumstances:

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

**16. Limitation of Liability for Electronic Services.** 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, the Credit Union, or by Online browser providers such as Microsoft (Microsoft Internet Explorer browser), or by Online access providers or by Online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers 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, Electronic Services or Online browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Electronic Services and may have referred to such communication as "secured," 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.

- If, through no fault of ours, you do not have available funds 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 password 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 the phone lines or the Credit Union computer system was not properly working, and such problem should have been apparent when you attempted such transaction.
- If circumstances beyond your control (such as 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 payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; the payee failed to process a payment correctly, or in a timely manner, 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, an online service provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

**17. Denial or Suspension of Services.** Our suspension of any service may be implemented immediately and prior to notifying you in order to prevent risk to the Credit Union. We will provide you written notice of the denied or suspended service. In addition to suspending your account or service access, we may freeze the funds in your account if we reasonably believe the risk will cause a loss to the Credit Union. You agree that we may deny you or suspend your Electronic Services, if you, or any authorized user of your account, Electronic Services, or access code:

- do not satisfy any qualifications, conditions, or requirements for such services;
- breach this or any other agreement with us;
- if we have reason to believe that there has been an unauthorized use of your Accounts, Electronic Services or access devices or codes;
- if you conduct or attempt to conduct any fraudulent, illegal, or unlawful transactions;
- engage in any abusive or threatening behavior; or
- if we reasonably believe your account conduct poses an undue risk to the Credit Union.

**18. Termination of Electronic Services.** 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. You agree that we may terminate this Agreement and your Electronic Services, if you, or any authorized user of your Electronic Services or access code:

- breach this or any other agreement with us;
- if we have reason to believe that there has been unauthorized use of your Accounts or password;
- if you conduct or attempt to conduct any fraudulent, illegal, or unlawful transactions; or
- if we reasonably believe your account conduct poses an undue risk of illegality or unlawfulness.

**19. Change in Terms Notification.** 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 twenty-one (21) days before the effective date of any change, as required by law. This means we will notify you by mail and/or statement notification. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**20. Statement Errors.** In case of errors or questions about your electronic transactions, contact us by telephone at (509) 943-5676 or (800)284-4276; or write us at 601 Williams Blvd, Richland, WA 99354 as soon as you can. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. 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.

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 that 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 recredit 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.

**21. Enforcement.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceeding, and any post-judgment collection actions, if applicable.

**22. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Washington and local clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.