



## Consent to Electronic Document Delivery

Revised 5/10/2024

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- I. **Electronic Delivery Terms.** By agreeing to Electronic Delivery, you agree to accept delivery of your deposit accounts and services documents electronically by WECU. The following terms and conditions apply to our electronic delivery and your receipt of account documents. WECU uses an electronic document signing system to streamline the delivery of new products and services to you.
- II. **Account Documents.** Your electronically delivered deposit accounts and services documents for the account or service relationship you are establishing with the Credit Union will include:

Accounts & Services Documents	
Account Opening Documents	<ul style="list-style-type: none"> <li>• Account Card</li> <li>• Membership and Account Agreement</li> <li>• Funds Availability Policy</li> <li>• Electronic Services Agreement</li> </ul>
Subsequent Documents	<ul style="list-style-type: none"> <li>• Change in Terms Notices</li> <li>• Account and Transaction Alerts</li> <li>• Periodic statements for all WECU accounts</li> <li>• Future Service Enrollments, Communications and Notices</li> </ul>

- III. **Accessing & Signing Documents.** Before obtaining deposit accounts or services electronically through WECU, please carefully review and save or print a copy of this consent for your records. At the time you request a specific account or service, you may be asked to sign and agree to the terms of the account/service documents electronically through the system.
- IV. **Accessing Paper Copies.** The documents and information provided to you electronically will not be sent to you in a paper copy unless you contact our Member Service department and request a paper copy of a particular document.
- V. **Your Right to Cancel.** You have the right to cancel and withdraw your consent to electronic document delivery at any time. If you wish to withdraw your consent, you may contact our Call Center at 360-676-1168 and 800-525-8703 or by logging in to your account through Online Banking. Please allow a reasonable period of time to process your withdrawal notice.
- VI. **Fees/Restrictions.** There are no fees, penalties or account restrictions for requesting a paper copy of any disclosure you received in electronic format or for withdrawing your consent at any time.
- VII. **Your System Requirements.** You will need computer access, an email address, Internet service and a printer or computer storage such as a hard drive or thumb drive, for printing or saving documents. The following are the hardware and software requirements necessary for you to access, receive and retain electronically delivered documents.

Hardware & Software Requirements	
Operating Systems	A current, supported version of Windows or Mac operating systems.
Mobile Device	An iOS or Android device version that is compatible with our Mobile Banking app, as outlined in the app stores.
Browser	A current, supported version of Microsoft Edge, Firefox, Google Chrome, or Safari.
PDF Reader	A current, supported version of Microsoft Edge, Firefox, Google Chrome, Safari, Acrobat® or similar software may be required to view and print PDF files.
Screen Resolution	1024x768 minimum
Enabled Security Settings	Allow per session cookies

We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent at no cost to you.

- VIII. **Your Responsibilities.** You agree that your computer satisfies the hardware and software requirements specified above and you certify you are capable of retaining and accurately reproducing the electronically delivered documents as electronic records for any future reference. You certify you have provided us with your current email address to which we may send electronic documents and communications and

you will immediately notify us of any changes in your email address. If we learn that you are no longer receiving email communications (for example, an email is returned as undeliverable), we may discontinue sending email communications. We will make a reasonable attempt to redeliver your notification electronically. We are not obligated to verify that you have received or can access any account document.

**IX. Contacting Whatcom Educational Credit Union.** You may contact WECU to request paper copies, withdraw your consent or notify us of changes in your email address. You may call us at 360-676-1168 and 800-525-8703 write to us at PO Box 9750, Bellingham, WA, 98227-9750 or contact us electronically through or through Online Banking.



# Business Membership & Account Agreement

Revised 11/01/2024

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This Business Membership and Account Agreement (“Agreement”) is the contract of deposit which covers your and our rights and responsibilities concerning Membership and Business Account(s) offered to you. In this Agreement, the words “you” and “yours” mean the account owner shown on the Membership and Account Card (“Account Card”). The words “we,” “us,” and “our,” mean Whatcom Educational Credit Union (“WECU”). The word “account” means any one or more deposit accounts, safe deposit boxes, or relationships you have with WECU.

The classification and form of ownership of your accounts are designated on your Account Card. By signing the Account Card that is a part of the Agreement, each of you, jointly and severally, agree to the terms and conditions in this Agreement, including the Funds Availability Policy, Electronic Funds Transfer provisions, Privacy Policy and the Truth in Savings Disclosures (Rate and Fee Schedule) accompanying this Agreement, any account receipt, WECU’s Bylaws and policies, and any amendments which collectively govern your Membership and Business Accounts. You agree that additional accounts and services you request in the future will be governed by this Agreement, as amended from time to time.

## I. Membership and Accounts

**1. Membership Eligibility.** To be eligible for membership, you must be an individual or entity qualifying within WECU’s field of membership and must satisfy the membership qualifications and requirements of WECU’s Bylaws. You authorize us to check your financial information data and employment history by any means allowed by law, including obtaining credit reports and credit scores from third parties, including consumer reporting agencies from time to time to determine your eligibility for accounts and services we may offer, or you request from time to time. You will not be considered an active WECU member until your account is funded.

**2. Accounts of Businesses and Organizations.** WECU reserves the right to require the member to provide written confirmation informing WECU who is authorized to act on behalf of the business or organization. You agree to notify WECU of any change in authority. WECU may rely on the written authorization until such time as WECU is informed of changes in writing and has had a reasonable time to act upon such notice. WECU may require that third party checks payable to a business may not be cashed but must be deposited to a business account. WECU shall have no notice of any breach of fiduciary duties arising from a transaction by any agent of the account owner, unless WECU has actual notice of any wrongdoing.

**3. Deposit Requirements.** Funds may be deposited to any account in any manner approved by WECU, in accordance with the requirements set forth on the Fee Schedule. All accounts are non-assignable and nonnegotiable to third parties. You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute warranties and indemnity. If you do so, you agree to indemnify WECU for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. Term Savings Certificate accounts are governed by the terms of this Agreement and the Term Savings Certificate Receipt and dividend transfer election form, if applicable, for each account, which is incorporated herein by this reference. If your account is not funded within the first 30 days of account opening, the account will be closed without prior notice.

**a. Endorsements.** You authorize WECU, at its discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts, whether or not they are endorsed by all payees. You authorize WECU to supply missing endorsements if we choose to supply such endorsements. WECU reserves the right to verify all endorsements on third-party checks presented for deposit either in person or by comparison with member signature files. If insurance, government, and certain other checks or drafts require endorsements as set forth on the back of the check, WECU may require an endorsement as set forth on the check. Endorsements must be placed in the space between the top edge and one and one-half (1 1/2) inches from the top edge. WECU may accept drafts or checks with endorsements outside this space. However, if any such endorsement or other markings

you or any prior endorser make on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by WECU due to the delay or error.

**b. Collection of Items.** WECU shall not be responsible for deposits made by mail or at an unstaffed facility until WECU actually receives them. In handling items for deposit or collection, WECU only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. WECU will not be liable for default or negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. WECU reserves the right to send any item for collection. WECU, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items, should they become lost in the collection process.

**c. Final Payment.** All items or Automated Clearing House ("ACH") transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we reserve the right to charge your account for the amount of those items or ACH transfers and impose a return fee on your account. After we receive final payment, we refer to these deposits as collected items. If WECU incurs any fee to collect any item, WECU may charge such fees to your account. WECU reserves the right to refuse or to return all or any item or funds transfer. WECU shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned unpaid, regardless of whether the amount of the item has been available for your use.

**d. Direct Deposits.** WECU may offer direct deposit options allowing you to preauthorize deposits (e.g., payroll checks, Social Security Administration or retirement checks, or other government funds) or preauthorize transfers from other accounts at WECU. You must notify WECU prior to any direct deposit if you wish to cancel or change the direct deposit. Upon a bankruptcy filing, if you fail to cancel any direct deposit authorization, you instruct your employer and WECU to make and apply direct deposits in accordance with your authorization on file with WECU. If WECU is required to reimburse the U.S. government for any benefit payment directly deposited into your account for any reason, you agree WECU may deduct the amount returned from any of your accounts, unless prohibited by law.

**e. Crediting of Deposits.** Deposits made on Saturdays, Sundays, and credit union holidays may be credited to your account on the next business day. Deposits received at unstaffed facilities, such as night depositories, will be credited on the day funds are removed and processed by WECU, and are subject to adjustment based on our verification of the items deposited. Items drawn from an institution located outside the United States are handled on a collection basis only. Funds will be credited to your account when we receive final payment. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by us for credit to your account or for collection.

#### 4. Account Access.

**a. Authorized Access.** In order to access any account, WECU must have an authorized signature of the authorized representatives of the account holder on an Account Card. WECU is authorized to recognize a valid authorization or signature of yours but will not be liable for refusing to honor any item or instruction of yours if we believe in good faith that the signature on such item or instruction is not genuine. If you open your account electronically and/or do not provide us with a physical signature, you agree that we may, without liability, accept as genuine any signature that appears to be yours. If you authorize the use of a facsimile signature, WECU may honor any draft that appears to bear your facsimile or electronic signature, even if it was made by an unauthorized person. If you give your account number to a third person, you authorize us to honor transactions initiated by the third person, even if you did not specifically authorize a particular transaction.

**b. Access Options.** You may make withdrawals or transfers from your account in any manner that is permitted by WECU (online banking, debit card, in person, by mail, automatic transfer, or telephone). If WECU accepts any check that is not drawn on a form provided by us, you will be responsible for any loss incurred by WECU for handling the check. WECU may return as unpaid any check that is not drawn in the form provided by us.

#### **c. Electronic Check Transactions.**

- i. **Electronic Checks.** If you authorize a merchant to electronically debit your account using the routing number, account and serial number of your check to initiate the transfer, whether the check is blank, partially or fully completed, and signed, such authorization is an electronic check conversion. An "electronic check conversion" is an Electronic Funds Transfer ("EFT") subject to the terms of your Electronic Services Agreement. You authorize us to honor any electronic check conversion from your checking account just the same as a regular written check.
- ii. **Electronic Re-presented Checks.** If you write a check on your account that we return unpaid because of insufficient or uncollected funds, the payee or any subsequent holder of the check may re-present the check to us through an electronic instruction ("electronic re-presented check") to charge your account for its amount. If we receive an electronic re-presented check, we will pay or return the electronic re-presented check as if the original paper check was presented to us. Any collection fee you authorize the merchant to debit from your account is an electronic service subject to the terms of your Electronic Services Agreement. If you want to reverse an electronic re-presented check, you must give us an affidavit within fifteen (15) days after we send or make available to you the periodic statement that reflects payment of that electronic re-presented check. In your affidavit, you must declare and swear under oath that the electronic re-presented check was ineligible or unauthorized. If we receive proper notice or affidavit from you within the fifteen-(15) day period, we will re-credit your account in the amount of the charge. If you wish to stop payment of any electronic re-presented check, you must follow the procedures contained in this Agreement for stopping payment of checks, not the procedures for stopping payment of electronic loan or bill payments. If you ask us to request the depositor's bank send us the original paper check or a copy of the paper check, and we provide it to you, you agree that you will not seek to have your account re-credited due to a prior stop-payment order, or if the item is otherwise ineligible for collection.

**d. ACH Transfers.** If offered, you may initiate or receive credits or debits to your account via ACH transfer. You agree that if you receive funds by an ACH transfer, WECU is not required to notify you at the time the funds are received. Instead, the transfer will be shown on your periodic statement. Credit given by WECU to you with respect to an ACH credit entry is provisional until WECU receives final settlement for such an entry through a Federal Reserve Bank. If WECU does not receive such final settlement, you are hereby notified and agree that WECU is entitled a refund of the provisional amount credited to you in connection with such entry, and the party making payment to you, i.e. the originator of the entry, via such entry shall not be deemed to have paid you the amount of such entry. WECU (and other institutions) may rely on the account or other identifying number you give as the proper identification number, even if it identifies a different party or institution. ACH transactions are governed by the rules of the National Automated Clearing House Association (NACHA). To satisfy NACHA return deadlines, you must report any unauthorized or improper ACH debit entries to WECU by 5:00 pm on the next business day after the settlement date of the unauthorized or improper entry. Under those rules, WECU is not required to give next day notice to you of receipt of an ACH item, and WECU will not do so. However, WECU will continue to notify you of the receipt of ACH payments in your periodic statement.

**e. International ACH Transactions.** You understand that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of your accounts is identified and designated by WECU's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"). The settlement of such an IAT Entry may be delayed or suspended pending WECU's review of the IAT Entry and may be terminated under applicable OFAC Rules. You acknowledge that we may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. You agree that any delay described above will be a permissible delay under the regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, we will provide you such notice as may be required by applicable laws and regulations.

**f. Wire Transfers.** If approved for services, you may initiate a wire transfer from your account. Wire transfers, cancellations or amendments received after the applicable cutoff time may be treated as having been received on the next Business Day. We will charge your account for the amount of any authorized funds transfer including any wire transfer fees as set forth on the Fee Schedule. International wire transfers are governed by the Consumer Financial Protection Bureau's Regulation E. Terms and conditions for international wire transfers will be provided at the time of the transfer transaction.

**i. Security Procedures.** You agree to comply with the terms and conditions of the Wire Agreement, and you shall be liable for payment of the transferred amount plus transfer fees, even if the transfer request is not actually transmitted or authorized by you. If we do not follow the agreed security procedure but can prove the transfer request was originated by you, you will still be liable for the transfer amount plus transfer fees. You authorize us to record any telephone calls relating to any transfer under this Agreement. We may reject any transfer request or incoming wire transfer which does not conform to the limitations, security procedures, and requirements and for any reason, except when prohibited by law.

**ii. Notice of Errors & Liability.** It is your obligation to examine your statements for any discrepancy concerning any wire transfer. If you fail to notify us of statement or transaction errors as required under this Agreement, we will not be liable for and you agree to hold us harmless from any loss which you could have prevented. You agree to indemnify and hold WECU harmless from any liability, damages or expenses (including reasonable attorney's fees), resulting from acts, omissions, by you or any other person acting on your behalf. We will not be liable for acts or omissions by you 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 WECU's agent. We will be excused from delaying or failing to act if caused by emergency conditions or other circumstances beyond WECU's control. In no event shall we be liable for any consequential, special, punitive or indirect losses or damages incurred relating to this Agreement, including any subsequent wrongful dishonor resulting from our acts or omissions. You understand you have no right to cancel or amend any transfer request after receipt by us; however, we shall use reasonable efforts to act on a cancellation or change request so long as it is received in a reasonable time within which to act upon such instructions. We shall have no liability if the cancellation or change is not affected. You may not initiate any wire transfer to facilitate any transaction related to internet gambling. In the event that the funds transfer is delayed or erroneously executed, and a loss is suffered as a result of our error, our sole obligation is to pay or refund such amounts as may be required by applicable law. If we become obligated under Article 4A to pay interest you agree the interest rate will be the dividend rate applicable to the account to which the funds transfer was or should have been made. The origination of Domestic Wire Transfer orders through WECU shall be governed by Washington law, UCC Article 4A, and Federal Reserve Regulation J, any Wire Transfer Authorization and this Agreement.

**g. WECU Examination.** WECU may disregard information on any check other than the signature of the drawer, amount of the item, and any magnetic encoded information. You agree WECU does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for sight examination of items.

**5. Account Rates and Fees.** WECU's payment of dividends on any account is subject to the account rates, fees, earnings, payment and balance requirements as set forth on the Rate and Fee Schedule which is incorporated herein by this reference. You agree WECU may impose fees and charges for the deposit account services provided by us. A current Rate and Fee Schedule has been provided to you separately. You agree WECU may change the Fee Schedule from time to time and you will be notified of such changes as required by law.

## **6. Transaction Limitations.**

**a. Withdrawal Restrictions.** WECU may permit a withdrawal if you have sufficient available funds in your account to cover the full amount of the withdrawal or have an established overdraft protection plan. Checks or other transfers, or payment orders which are drawn against insufficient available funds, will be subject to a service fee, set forth in the Fee Schedule. If there are

sufficient available funds to cover some but not all of your withdrawal orders, WECU may allow those withdrawals for which there are sufficient available funds. WECU may also refuse to allow a withdrawal in other cases. For example: any dispute between the owners about the account occurs (unless a court has ordered WECU to allow the withdrawal); a legal garnishment or attachment is served; the account secures an obligation to WECU; any required documentation has not been presented; or you fail to repay a WECU loan on time. You will be advised of the reasons for refusal if such action is taken.

**b. Transfer Limitations.** There is no limit to the number of transactions you may make in the following manners: (i) transfers to any account or loan account with WECU; and (ii) transfers to another Credit Union account or withdrawals (checks mailed directly to you) when such a transfer or withdrawal is initiated in person, by mail, or at an ATM. WECU reserves the right to refuse or reverse any transfer, and your account may be subject to suspension or closure and we may impose a fee, as set forth on our current Rate and Fee Schedule.

## 7. Overdrafts.

**a. Overdraft Liability.** If on any day, the available funds in your checking account are not sufficient to cover checks and other items posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. WECU's determination of an insufficient account balance may be made at any time between presentation and WECU's midnight deadline with only one review of the account required. WECU has no duty to notify you of an insufficient funds check. Your account will then be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. Except as otherwise agreed in writing, WECU, by covering one or any overdraft, does not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and a Non-Sufficient Funds ("NSF") or "insufficient funds" fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to remit a returned item fee. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer bank extra time beyond any midnight deadline limits.

**b. How We Process Checks & Items.** WECU's determination of an insufficient account balance is made at the time the check or item is presented to us, which may be later than when you conduct the transaction. Overdrafts will be determined based on the available balance in your account at the time of presentment, subject to our Funds Availability Policy. Your available balance may be lower than your actual balance due to funds held for debit card transactions you have authorized and deposited checks held pursuant to our funds availability policy. You can view your available balance through Online Banking to avoid an overdraft. Transactions may not be presented in the order which they occurred, and the order in which checks, or items are received and processed may affect if an overdraft occurs. WECU processes checks and ACH items and credits in the chronological order they are received.

**c. Overdraft Transfers.** If you elect to utilize Overdraft Transfers, we will honor checks and other items drawn on insufficient funds in your checking account by transferring the necessary funds from other deposit accounts you designate. If you have enough funds in your account, you authorize us to automatically transfer funds in increments of \$100 to cover any overdraft on your checking account. There is a transfer fee for each overdraft transfer as set forth on the Fee Schedule. Transfers from a deposit account will be governed by this Agreement. You may decline this overdraft transfer service at any time by notifying us verbally or in writing.

**8. Privilege Pay Overdraft Protection.** We offer a discretionary service ("Privilege Pay") to cover overdrafts on your checking accounts. WECU offers this Privilege Pay to eligible checking account owners who qualify. Privilege Pay is not offered on fiduciary accounts or anyone who has caused a financial loss to WECU. Privilege Pay is provided to qualified accounts automatically for checks, ACH, online transactions, ATM and debit purchase transactions. Members have the option to stop Privilege Pay at any time.

**a. Discretionary Service.** The Privilege Pay service may be provided once your checking account has been open for 30 days and will continue as long as the account is maintained in good standing with WECU. Under the Privilege Pay service, we are not obligated to pay any check or item presented for payment if your account does not contain sufficient funds. We may, as a discretionary service and not as a right of yours or our obligation to you, pay overdrafts up to an approved overdraft limit under the terms of this service and subject to this Agreement. This overdraft service is not a line of credit, is not guaranteed, and is independent of any loan arrangement you may have with us. We may refuse to pay an overdraft for you at any time, even if we have previously paid overdrafts for you. We will notify you by mail (or email, if you have requested) of any insufficient funds, checks, or items paid or unpaid and returned that you may have. However, we will not notify you before we pay or return any item.

**b. Overdraft Transactions Covered.** Subject to the requirements set forth above, if on any day you do not have available funds in your account, the following transactions, which may result in an insufficient or negative balance may be covered under our service: checks, debit card purchases, online or other electronic funds transfers, ACH debits and other payments or withdrawals authorized by you, account service charges, pre-authorized drafts, and any other items that may be posted to your account. If we pay an item, we will pay the item in the order it is presented or received by us, regardless of amount and in accordance with our normal operating procedures for such checks, items or transactions.

**c. Overdraft Limit/Available Balance.** We may notify you by separate letter of the overdraft limit to which you qualify. We may pay overdrafts up to this overdraft limit provided you continue to qualify for the service. You may request an increase or decrease in your limit at any time. WECU's fees and charges and each paid check or item will be included in this limit. This overdraft balance will not be included or reflected in your actual or "available balance" of your account provided by a credit union employee, at ATM or POS facilities, through online services or on your periodic statements.

**d. Overdraft Fees.** There is an Overdraft fee for each paid overdraft check or item. If we do not pay the overdraft, there is a NSF/Returned Item fee for each check or item presented for payment on an account with insufficient funds. You understand

that multiple NSF fees may apply if your account remains overdrawn and checks or items are presented for payment. There is no limit on the number of overdrafts paid or overdraft fees incurred on any one day. These fees are set forth in our Fee Schedule.

**e. Member Repayment Responsibility.** You agree your overdraft balance, including applicable overdraft fees, is due and payable upon demand. If there is more than one owner on an account, all owners are jointly and severally liable for repayment of the overdraft balance. If you fail to repay your overdraft balance within 35 days of the overdraft, we may immediately suspend the Privilege Pay service. Accounts may be closed for failure to repay overdraft balances and we will report account closures to consumer reporting agencies. We may impose an account closure fee as set forth in our Fee Schedule.

**f. Members' Right to Decline Service.** We offer the Privilege Pay service as a service and convenience to members for incidental overdrafts. We do not encourage you to repeatedly overdraw your account. We encourage you to manage your finances responsibly. You may decline the Privilege Pay service at any time by notifying us. We may require that any verbal declination be confirmed in writing. You understand that by declining this service, we may refuse to pay any check or item that is presented against an insufficient balance on your account and you will be responsible for any NSF/Returned Item fees. You are still responsible to pay any overdraft, even if you have declined the service.

**g. WECU Contact.** For any questions or to exercise your right to decline the Privilege Pay services, you may call WECU at 360-676-1168, toll free 800-525-8703 or TTY 800- 833-6388 or write WECU, PO Box 9750, Bellingham, WA 98227-9750.

**9. Postdated and Stale-Dated Checks.** You authorize us to accept and pay any check, even if it is presented for payment before its date, unless you notify WECU of the postdating. Your notice will be effective only if WECU receives it in time for us to notify our employees and reasonably act upon the notice, and you accurately describe the check, including the number, date, and amount. You understand that the exact information is necessary for WECU's systems to identify the check. If you give WECU an incorrect, incomplete, or untimely notice, we will not be responsible for paying the item before the date stated and WECU may charge your account as of the date we pay the item. You may make an oral notice that will lapse within fourteen (14) days unless continued in writing within that time. You also agree not to deposit checks, drafts, or other items before they are properly payable. WECU is under no obligation to you to pay a check drawn on your account which is presented more than six months after its date, but we may pay the check and charge your account.

#### **10. Stop Payment Orders**

**a. Stop Payment Requests.** You may ask WECU to stop payment on any check drawn upon, or ACH debit scheduled from, your checking account. You may request a stop payment by telephone, mail, in person, or by other channels WECU offers. For checks, the stop payment will be effective if WECU receives the order in time for us to act upon it, and you state the account number, date, and check number; its exact amount; and to whom it was issued. If you give WECU incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. For ACH debits, the stop-payment order must be received at least three (3) business days before the scheduled date of the transfer. You must state the account number, date, and the exact amount of the item, as well as the number of the item or originator of the ACH debit. If the stop-payment order is not received in time for WECU to act upon it, WECU will not be liable to you or to any other party for payment of the item. If we re-credit your account after paying a check over a valid and timely stop-payment order, you agree to sign a statement describing the dispute with the payee, to transfer all of your rights against the payee or other holders of the item to WECU, and to assist WECU in legal action taken against the payee.

**b. Duration of Order.** You may make an oral or written stop payment order. For checks, a written or oral stop payment order will be effective for 24 months, except that for an oral stop payment order, we may require that you provide your order in writing within fourteen (14) days or your oral order will lapse. For ACH debits, your written or stop payment order will be effective until all requested entries have stopped, or you contact us to remove a stop payment request.

**c. Liability.** WECU may charge a fee for each stop-payment order requested, as set forth in the Fee Schedule. You may not stop payment on any certified check or draft, cashier's check or any other check, or payment guaranteed by WECU. You should be aware that while payment of the item may be stopped, you may remain liable to any person or entity, including WECU, who is a holder of the item despite the stop-payment order. You agree to indemnify and hold WECU harmless from all costs, including attorney fees, damages, or claims related to WECU's action in refusing payment of an item, including claims of any multiple-party account owner, payee, or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

#### **11. Night Depository.**

**a. Use of Containers.** We may furnish you with a pouch, bag, or envelopes, and keys or other similar means by which you can make a deposit in the Night Depository. You agree to use the night depository containers we furnish and to use them only for deposits made with us. You agree to put containers securely in our night depository facility. The credit union will charge fees for lost keys and bags as set forth in the Rate & Fee Schedule, as amended from time to time.

**b. Making Deposits.** You must list the deposit on a deposit slip and itemize the currency and each check, draft, or other item included in the deposit. You must retain for your own records a duplicate of such deposit slip. You must place the deposit in the bag or other instrument we provide and deposit it in the Night Depository. On the next business day after any such deposit has been made, we will open the deposit bag, pouch, or envelope, verify the deposit and credit the specified account in an amount equal to the amount of the deposit actually received. If the verification discloses any discrepancy between the amount of the deposit as shown on the deposit slip and the amount of the deposit actually received, we will promptly notify you of such discrepancy. Our relationship as to all property placed in the Night Depository shall be that of bailor and bailee of such property and we will not be liable to you as an insurer of said property. No relationship of debtor or creditor between us shall arise until we have opened the bag or pouch and the deposit has been credited to your account. Our findings and records made by any two (2) employees as to the presence in or absence from the Night Depository of any bag or container and as to the contents thereof shall be conclusive and binding.

**c. Use of Facility.** The Night Depository is to be used only for the deposit therein of cash and checks, drafts, or other like items, and is not to be used for any dangerous or unlawful purpose.

**d. Our Liability.** We may temporarily withdraw a Night Depository facility from use at any time without notice and we will not be liable for any consequences or damages arising from unavailability of the facility. We will not be responsible or liable at any time for the operation, safety, or condition of the Night Depository, the premises on which it is located, or of any keys, locks, pouches, envelopes, or other equipment loaned or furnished for use in connection therewith and you agree to indemnify WECU from any loss or damage resulting from or incurred in your use of the Night Depository facilities and equipment.

**e. Failure to Conform.** You agree to hold us harmless from any claims or damages arising from using containers other than those we furnish or for failing to conform to all terms of this Night Depository service.

**12. Lost Items.** WECU, in receiving items from you for withdrawal or deposit, acts only as your agent and reserves the right to reverse the credit for any deposited items or to charge your account for the items should they become lost in the collection process.

**13. WECU's Liability for Errors.** If WECU does not properly complete a transaction according to this Agreement, we may be liable for your losses or damages, but not to exceed the amount of the transaction, except as otherwise provided by law. WECU will not be liable if: (a) through no fault of WECU, your account does not contain sufficient available funds to make the transaction; (b) circumstances beyond WECU's control prevent the transaction; (c) your loss is caused by your negligence, including your failure to examine your statements; (d) the negligence of another financial institution; or (e) the funds in your account are subject to legal process or other claim. WECU will not be liable for consequential damages except liability for wrongful dishonor. WECU's actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with applicable state law, U.S. Federal Reserve regulations and operating letters, clearing house rules, and general banking practices followed in the area serviced by WECU. You grant WECU the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between oral representations by you or WECU employees, and any written form, will be resolved by reference to this Agreement and applicable written form. You understand and agree that WECU may choose to retain electronic or imaged copies of any original documents, and you agree that an electronic or image copy is as valid as an original document.

**14. WECU Lien and Security Interest.** To the extent you owe WECU money as a borrower, guarantor, endorser or otherwise, WECU has a lien on any or all of the funds in any account in which you have an ownership interest at WECU, regardless of the source of the funds. WECU may apply these funds in any order to pay off your indebtedness without further notice to you. If WECU chooses not to enforce its lien, WECU does not waive its right to enforce the lien at a later time. In addition, you grant WECU a consensual security interest in your accounts and agree WECU may use the funds from your accounts to pay any debt or amount owed WECU, except obligations secured by your dwelling, unless prohibited by applicable law. All accounts are non-assignable and non-transferable to third parties.

**15. Legal Process.** If any legal action, such as a levy, garnishment, or attachment, is brought against your account, WECU may refuse to pay any money from your account until the dispute is resolved. If WECU incurs any expenses or attorney fees in responding to legal process, such expenses may be charged against your account without prior notice to you, unless prohibited by law. Any legal process against your account is subject to WECU's lien and security interest.

**16. Notices.**

**a. Name or Address Changes.** It is your responsibility to notify WECU of a change of address or change of name. WECU is only required to attempt to communicate with you at the most recent address you have provided to us. WECU will accept notices of changes in address and any other notice from you to us only if provided in writing, in person, by telephone, with online banking, or via secure messaging.

**b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of the Agreement are subject to change at any time. WECU will notify you of any changes in account terms, rates, or fees as required by law. You or any responsible officer may change the account ownership and types of accounts or services at any time without the consent of all other account holders. A responsible officer may open a certificate, change the address and/or phone number, and add or delete payroll deposits and periodic payments. Changes in account ownership, such as adding or removing a joint account owner, must be evidenced in writing. You agree that oral instructions are binding and agree to hold WECU harmless from any liability arising as a result of such instructions. WECU reserves the right to waive any term in this Agreement. Any such waiver shall not affect WECU's right to enforce any right in the future.

**c. Effect of Notice.** Any written notice you give to WECU is effective when it is actually received by WECU. WECU reserves the right to accept oral instructions, and you agree to hold WECU harmless from any liability as a result of such instructions. Any written notice WECU gives to you is effective when it is deposited in U.S. Postal Service mail, postage-prepaid and addressed to your address on record with WECU. Notice to any one account owner is considered notice to all account owners.

**d. Electronic Signatures.** You understand and agree that your electronic consent, execution or authorization is your electronic signature, which specifically records your signature and assent to the Membership and Account Agreement and constitutes your agreement to the terms and conditions of the Agreement. You agree your electronic signature captured and stored by this means shall be sufficient to evidence of your assent to be contractually bound by the Agreement and shall constitute a valid signature for purposes of any provision of this Agreement.

**e. Consent to Communications.** By providing an email address, telephone number for cellular phone, or other wireless device, you are expressly consenting to receiving communications at that address or number, including, but not limited to, prerecorded or voice mail message calls, text messages, and calls made by an automatic telephone dialing system from us and our affiliates and agents so we can assist you with your account and account services or take measures to prevent fraud on your account. This express consent applies to each address or telephone number that you provide to us now or in the future and permits such communication regardless of the purpose. In the regular course of our service to you, we may monitor, and record phone conversations made or received by our employees. You may revoke this authorization at any time by providing WECU with your verbal or written revocation.



**17. Taxpayer Identification Number (TIN) and Backup Withholding.** If your account is or becomes subject to backup withholding, WECU is required by law to withhold and pay to the Internal Revenue Service (IRS) a required percentage of payments of interest, dividends, and certain other payments under certain conditions. Your failure to furnish a correct TIN or meet other applicable requirements may result in backup withholding, as well as civil or criminal penalties. If you refuse to provide your TIN, WECU may delay the opening of your account.

**18. Statements.**

**a. Contents.** If WECU provides a statement of your account, you will receive a periodic statement of all transactions and activity on your account during the statement period. If a periodic statement is provided, you agree that only one (1) statement is necessary for a multiple-party account. For checking accounts, you understand that, when paid, your original check (or any substitute check) becomes property of WECU and may not be returned to you. You agree to keep a copy or carbon copy of your original check in order to verify its validity. If you request that we provide you with an original check or sufficient copy, you agree that we may provide an electronic image of the original check or sufficient copy if you have agreed to receive account information or statements electronically. You understand your statements and checks are made available to you on the date the statement is mailed or made available to you.

**b. Examination.** You are responsible for examining each statement and reporting any irregularities to WECU. WECU will not be responsible for any forged, altered, or unauthorized check or item drawn on your account if (i) you fail to notify WECU within thirty (30) days of the mailing date of the earliest statement and availability of checks containing any forgery, alteration, or unauthorized signature on the item; or (ii) any items forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine. For electronic services, you have separate requirements for examining your statements and notifying us of statement errors or unauthorized EFTs as set forth in the Electronic Services Agreement.

**c. Notice to WECU.** You agree that WECU's retention of checks does not alter or waive your responsibility to examine your statements and check copies or the time limit for notifying WECU of any errors. The statement will be considered correct for all purposes and WECU will not be liable for any payment made or charged to your account unless you notify WECU in writing within the above time limit after the statement and checks are made available to you.

**d. Electronic Statements (E-Statements).** If you have elected to receive your statement electronically, it will be available through online banking to access, review, print, and otherwise copy or download each month for the previous period's statement, as disclosed in your E-Statement Consent

**19. Inactive, Dormant, and Abandoned Accounts.** If you have an account with a balance of less than \$500 that you have not made a withdrawal from, deposit to, renewal of, or transfer to or from for more than twelve (12) months, WECU may classify your account as inactive and may charge an inactive account service fee as allowed by applicable law and set forth on the Fee Schedule. If your account is classified as inactive and WECU has been unable to contact you by regular mail during this period, we may classify your account as dormant and may charge a dormant account service fee as allowed by law and set forth on the Fee Schedule. Thereafter, dividends or interest will not be paid on the account if the balance falls below any minimum-balance requirement. You authorize us to transfer funds from any available account of yours to cover the monthly maintenance fee, if necessary. If a deposit or withdrawal has not been made on the account, you have not otherwise indicated an interest in the account, or WECU has had no other contact with you within three (3) years, as required by the Uniform Unclaimed Property Act, the account will be presumed to be abandoned. Funds in abandoned accounts will be remitted in accordance with state law. Once funds have been turned over to the state, WECU has no further liability to you for such funds. If you choose to reclaim such funds, you must apply to the appropriate state agency.

**20. Termination of Account.** WECU may terminate your account at any time without notice to you or may require you to close your account and apply for a new account if (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account; (3) there is a dispute as to the ownership of the funds in the account; (4) any account checks are lost or stolen; (5) if there are excessive returned unpaid items not covered by an overdraft protection plan, (6) if there has been any misrepresentation or any other abuse of any of your accounts; or (7) your account balance is reduced to \$0 due to inactivity or dormancy fees. You may terminate your account at any time by notifying WECU by oral direction or in writing. WECU is not responsible for payment of any check, withdrawal, or other item once your account is terminated; however, if WECU pays a check after termination, you agree to reimburse WECU for payment.

**21. Termination of Membership.** You may terminate your WECU membership after giving notice of your intent to withdraw. You may be expelled if there has been any misrepresentation or any other abuse on any of your other accounts; if you fail to comply with WECU Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to WECU officials, staff and members or willfully damage WECU property. You may be denied service or expelled from membership for any reason allowed by applicable law, including causing a loss to WECU or violating any terms of membership. If you are expelled, you may not be a joint owner on another account.

**22. Special Account Instructions.** You agree to indemnify and hold WECU harmless from any claim or liability asserted against WECU as a result of the disposition of funds in reliance on this Agreement and any account designations of yours. If you ask WECU to follow instructions that WECU believes might expose it to claims, suits, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, WECU may refuse to follow your instructions or may require you to post a bond to indemnify WECU. Any item presented with a full payment legend must be presented in person to a WECU officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you or any authorized representative, such as adding or closing an account or service, must be evidenced by a signed Account Card and accepted by WECU.

**23. Fees and Charges.** For fees and charges related to your account, please reference WECU's Fee Schedule.

**24. Severability.** In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will

continue in full force and effect.

**25. Enforcement.** You agree to be liable to WECU for any liability, loss, or expense as provided in this Agreement that WECU incurs as a result of any dispute involving your accounts or services. You authorize WECU 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 proceedings, and any post-judgment collection actions, if applicable.

**26. Governing Law.** This Agreement is governed by WECU's Bylaws, federal laws and regulations, the laws and regulations of the state of Washington and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the courts in the county where WECU is located or the county in which the member resides, if required by law. In the event that any paragraph of this Agreement or any portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of this Agreement shall not be invalid or unenforceable and will continue in full force. This Agreement is governed by the Bylaws of WECU, federal laws and regulations, the laws and regulations of the State of Washington and local clearinghouse 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 WECU is located.

**27. Loan Only Member Service Limitation.** Unless you request and are approved for full deposit and electronic services, your use of such Credit Union services may be limited. These limitations include restrictions such as check cashing, cashier's check purchases, etc. and other limitations the Credit Union may establish.

## II. Funds Availability Policy

**1. General Policy.** For Savings accounts, we reserve the right to place reasonable holds on deposited funds to the extent permitted by law and Regulation CC. For checking accounts our policy is set forth below.

Our policy is to make funds from your deposits to your checking account available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays, unless otherwise disclosed at branch locations. We have different deposit cutoff hours for different locations which are equivalent to our Branch closing hours. If you make a deposit before our cutoff hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cutoff hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open. WECU may hold deposits to savings accounts and any deposits of checks drawn on foreign financial institutions for a reasonable period at WECU's discretion.

Funds deposited with a credit union employee at branch locations will be posted before the end of the business day. For deposits made at a WECU ATM, if you deposit funds before 2:30pm on a business day, then it is considered the day of deposit. If you deposit funds after 2:30pm or a non-business day, however, we will consider the day of deposit to be the following business day.

**2. Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

**3. Holds on Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**4. Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- a. We believe a check you deposit will not be paid.
- b. You deposit checks totaling more than \$5,525 on any one day.
- c. You deposit a check that has been returned unpaid.
- d. You have overdrawn your account repeatedly in the last six months.
- e. There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

**5. Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of

cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers' and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**6. Deposits at ATMs.** For accounts open more than 90 days and in good standing, the first \$225 of the total daily deposit(s) to your account(s) will be available on the day of deposit. We may hold the availability of remaining funds deposited until the second business day.

**7. Deposits through Mobile Deposit.** WECU places an immediate hold on checks deposited through the Mobile Deposit services. Generally, funds from items deposited through the Service will be available at the end of second business day after WECU has successfully received the check image. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit.

**8. Questions Relating to Availability.** If you have questions about the availability of your deposited funds, please ask at the time of deposit or contact us at 360-676-1168.

### III. Business Electronic Services Agreement

Revised July 2018  
©2018

This Business Electronic Services Agreement ("Agreement") is the contract, which covers your and our rights and responsibilities concerning electronic services offered to you by Whatcom Educational Credit Union ("Credit Union" and "WECU"). In this Agreement, the words "you" and "yours" mean those who sign an application or enrollment for an Electronic Service as applicants, joint account owners or authorized users. The words "we," "us," and "our," mean the Credit Union. The word "account" means any one or more deposit accounts you have with the Credit Union. By signing the account card or signing or using the Telephone Banking (audio response) Online and Mobile Banking, External Funds Transfers and Person-to-Person Transfers Services ("Electronic funds transfers" or "EFTs"), each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

**1. Telephone Banking (Audio Response) Access.** Once we have approved access to your accounts through the Telephone Banking (audio response) service, you will choose an access code. You must use your access code along with your account number to access your accounts. At the present time you may use the Telephone banking service to perform the following transactions:

- Obtain balance information from your savings, checking, or certificate/IRA accounts and loan accounts, including VISA.
- Transfer funds between these same accounts (except certificates/IRAs) and accounts of other members that you authorize.
- Make loan payments to any of your loan accounts, including VISA.
- Withdraw funds from savings or checking accounts by check, made payable to you.
- Access your Timeline and Visa Accounts (loan advance withdrawals will be subject to the Agreement governing the account).
- Verify certain account information, including if a particular check has cleared your checking account, the date of your last payroll deposit, loan payment and loan payoff amounts.
- Obtain transaction history on your checking, savings and loan accounts.
- Obtain tax information on dividends earned, interest paid, or IRA contributions from your accounts.
- Designate the application of funds in your accounts from your paycheck deposits received by ACH.
- Request cashier's checks be issued from funds withdrawn from your checking or savings account.

Your accounts can be accessed using audio response via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Telephone Banking is available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing.

While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from a savings or daily income account. Transfers from a savings or a daily income account to a check account will be limited to six (6) in any one month. No transfer or withdrawal may exceed the available funds in your account. The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

**2. Online Banking.** Upon your enrollment for Online Banking service to your accounts, you must use your access code to access your accounts and conduct transactions. Online banking is accessible seven (7) days a week, twenty-four (24) hours a day via the Internet. There may be times you are unable to process transactions if our database is offline. There is no limit to the number of transactions you may make in any one (1) day. There are certain limitations on transfers from savings or checking accounts. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may refuse to honor any transaction for which you do not have sufficient available funds. Account balance and transaction history information may not show all activity involving your accounts. Among other uses, you may use this service to:

- Transfer funds between your checking, savings, or loan accounts.
- Transfer funds to accounts of other members.
- Transfer funds from a line of credit account to your savings or checking account.
- Transfer funds between your WECU® accounts and any of your accounts at other financial institutions.
- Obtain balances for any of your accounts.

Withdraw funds from savings or checking accounts by check, made payable to you or a third party you designate.

- Submit stop payment orders on checks drawn on your account through Online Banking.
- View and download an activity history for any account.
- Communicate with the Credit Union using online banking messaging.
- Export files and reports.
- Establish and use Bill Pay services.
- Review account balance, transaction history, and tax information for any of your deposit accounts.
- Review information regarding your loan account(s), including payment amounts, due dates, interest charges, and balance information.
- Manage contact information, password, and other login credentials, and choose your paper statement status.

**3. Mobile Banking** You may use mobile banking services to: (i) conduct mobile banking transactions; and (ii) make external funds transfers, subject to the following terms and conditions. If any of the accounts you register under mobile banking, or external funds transfer services is a joint account, you represent your joint account holder has consented for you to use that account with any service. We will end any service use if any joint account holder notifies us: (i) he or she never consented to you using the service; (ii) the joint account can no longer be operated by your instructions alone; or (iii) he or she is withdrawing consent for you to operate the joint account. If the account access to any mobile banking service is conducted by or for a business member or the services are used for business purposes, the service and account will be considered a business service and account under this Agreement.

a. **Mobile Banking Service Access.** Mobile banking is a personal financial information management service allowing 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"). Upon your enrollment for Mobile Banking service to your accounts, you must use your access code to access your accounts and conduct transactions. We reserve the right to modify the scope of mobile banking services at any time. We reserve the right to refuse to make any transaction requested 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. The most up-to-date list of services you may be able to access through mobile banking is posted on the mobile banking enrollment and management site accessed through online banking. When you enroll in mobile banking, designated accounts and payees (or billers) linked to your account through online banking will be accessible through mobile banking.

b. **Mobile Banking Use of Services.** You accept responsibility for ensuring you understand how to properly use mobile banking by engaging in its use, and you agree to use mobile banking in accordance with the online instructions posted on our site. You also accept responsibility for properly using your mobile device and the mobile banking software application. In the event we change or upgrade mobile banking, you are responsible for understanding how to use our service as changed or upgraded. We will not be liable for any losses caused by your failure to properly utilize mobile banking or your mobile device.

c. **Mobile Banking Transactions.** At present, you may use mobile banking to:

- Transfer funds between your savings, checking, money market, and loan and/or credit card accounts.
- Make payments to any of your loan or credit card accounts.
- Review account balance and transaction history for any of your deposit or loan accounts.
- Review information on your loan account(s), including payment amounts, due dates, interest charges, and balance information.
- Make bill payments from your checking account using the bill payment service.
- Make administrative changes on your mobile banking settings and service access.
- Submit a loan application.
- Make a deposit.

- Make person-to-person payments.
- Aggregate account information.

d. Account Information from Third-Party Sites. Users of this service will authorize WECU to retrieve financial information from third parties by providing the required login credentials. This account information is accessed by using one or more online services. WECU does not review account information sent from other financial institutions for accuracy and takes no responsibility for the accuracy of such information. If there are any discrepancies, you agree to contact your other financial institution(s) directly. WECU is not responsible for the products and services offered by or on third-party sites. The Credit Union cannot foresee or anticipate technical or other difficulties associated with third-party sites and therefore cannot assume responsibility for the timeliness, accuracy, deletion, or interruption in service from such sites. Information may be more up to date when obtained directly from the relevant site.

e. Relationship to Other Agreements. You agree that any mobile banking use remains subject to the terms and conditions of all your existing agreements with us. Bill-payment transactions conducted through mobile banking are also subject to the Online Bill Pay terms, provided to you upon qualification. All check deposit capture services used with your mobile device are subject to a separate Mobile Deposit Service Agreement. You agree that mobile banking use constitutes your agreement to remain subject to the terms and conditions of all your existing agreements with the Credit Union or any service providers of yours, including mobile service carriers or providers (e.g., Cingular, Verizon, Sprint, T-Mobile, Alltel, AT&T, etc.). You understand those agreements may provide for fees, limitations and restrictions, which may impact your mobile banking use. 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 employing software features or other products and services provided by mobile banking. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

f. Mobile Banking Software License. You are hereby granted a personal, limited, nontransferable, nonexclusive, non-sub-licensable and non-assignable license ("license") to download, install, and use the software application on your mobile device operating within the United States and its territories. In the event that you obtain a new or different device, you will be required to download and install the software application pertaining to that new or different device. This license shall be deemed revoked immediately upon: (i) your termination of mobile banking in accordance with this Agreement; (ii) your deletion of the software application from your mobile device; or (iii) 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 device.

g. 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.

h. User Conduct. You agree not to use mobile banking or the content or information delivered through this service in any way that would: (a) infringe on 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; (b) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to the use of mobile banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including but not limited to those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us, our affiliates, or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to mobile banking; (i) interfere with or disrupt the use of mobile banking by any other user; or (j) use mobile banking in such a manner as to gain, or attempt to gain, unauthorized entry or access to the computer systems of others.

i. Mobile Banking Service Limitations. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications, or personalization settings in connection with your mobile banking use. Neither we nor any of our service providers assume responsibility for the operation, security, functionality, or availability of any device or mobile network with which you utilize mobile banking service. You agree to exercise caution when you use the mobile banking application on your device, and you agree to use good judgment and discretion when obtaining or transmitting information. Financial information shown via mobile banking reflects the most recent account information available through this service, 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.

**4. Bill Pay (Electronic Bill Payments).** When you apply for the Bill Pay service you must designate a single Checking account as the account from which payments that you authorize will be deducted. You may not pay bills from any other account. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate payees outside the U.S., tax entities, collection agencies, and court ordered payments such as alimony, child support, speeding tickets, etc. We reserve the right to not allow the designation of a particular merchant or institution.

a. You or any persons who you have authorized to use your Online Banking service, sign-on password and access code can perform bill payment transactions, including paying 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 and obtaining information (payee information, payment status information, etc.) about your Bill Pay account status.

b. Bill Pay Transactions. You authorize us to process Bill Pay bill payments from your designated checking account. You may use the Bill Pay service to initiate three different types of payment transactions: "Today." If you designate a payment or transfer as a "Today" transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time you request the "Today" transaction. "Today" Bill Payments and Transfers may not be canceled for any reason once you have ended an Bill Pay session, as funds are immediately deducted from your designated account. "Future." If you designate a Bill Payment or Transfer as a "Future" transaction, you may request the transaction to be made on a future date that you may designate up to 364 days in advance of the Scheduled Initiation Date. The processing date will be the effective date you entered, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be made available by midnight of the night before the processing date, but will be deducted from your designated account on the Scheduled Initiation Date. "Future" transactions may be canceled or changed until 12:00 midnight of the night before the Scheduled Initiation Date. "Recurring." If you designate a Bill Payment or Transfer as a "Recurring" transaction you may request, and the Credit Union will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e., weekly, bi-weekly, monthly, etc.) you will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Schedule Initiation Date, but will be deducted from your designated account on the Scheduled Initiation Date. "Recurring transactions may be cancelled or changed until 12:00 midnight of the night before the Scheduled Initiation Date.

c. Authorized Payments. When you transmit a Bill Pay instruction to us, you authorize us to transfer funds to make the Bill Pay transaction from your Checking account. We will process Bill Pay 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 Pay 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 funds in your account to make the Bill Pay 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.

d. Processing Payments. Bill Payments you make through Bill Pay will be deducted from your designated funding account. You may utilize Bill Pay to make Bill Payments to a maximum of up to 45 payees. Any payee you wish to pay through Bill Pay must be payable in U.S. Dollars and located in the United States. Each payee name must appear on the payee list you create with us and the account you are paying with must be in your name. You may not use Bill Pay to make payments to a federal, state or local governmental or tax unit, or to other categories of payee that you establish from time to time.

Funds must be taken out of your designated funding account on the Scheduled Initiation Date entered by you. In many cases, your Bill Payments are electronically delivered to the payee within two business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. The Bill Pay service will provide an indication of how many days to allow for each payee you designate. You must allow sufficient time (2 or 5 business days, as indicated) for Bill Pay to receive your request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any grace period provided by the payee). If you do not allow sufficient time, you will assume full responsibility for all late fees, finance charges, or any other actions taken by the payee, or was received late, we will assume responsibility. If your Bill Pay bills are inactive for sixty (60) days, your bills will be deleted.

e. Transfers between Accounts at Other Financial Institutions. Transfers between your Credit Union account and account(s) held at other financial institutions are accomplished through an automated clearing house (ACH) debit against the account funds are being transferred from and an ACH credit to the account(s) funds that are being transferred to. In order to be accessible by Bill Pay, accounts maintained at the other financial institutions (foreign accounts) must be either a checking or savings account and

must be your accounts. You must provide the name of the financial institution, the account number, and a transit-routing number. Funds from these transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds. Generally, the account holding institution will receive the funds no later than four business days following the Scheduled Initiation Date. For "Today" Transfers made during a session, you must schedule the transaction as a "Today" Transfer before 3:00 pm on a Credit Union business day for the Scheduled Initiation Date to be that day. Otherwise, "Today" Transfers scheduled after 3:00 pm, or on a weekend or holiday will have a Scheduled Initiation Date of, and thus will be initiated on, the following Credit Union business day. To transfer funds between two financial institutions other than the Credit Union, you must transfer funds from one institution into a designated funding account at the Credit Union and then transfer funds from your Credit Union designated funding account to the second institution.

f. Transfers between Credit Union Accounts. You may designate multiple accounts at the Credit Union between which you may transfer funds electronically through Bill Pay. All these accounts must be in your name. Although you receive immediate provisional credit upon completion of your Bill Pay session for "Today" transfers made during that session, you must make transfers before 9:00 a.m. on a banking day for those funds to be posted on an account that day and made available for non-Bill Pay transactions. Transfers designated as "Today" transactions made after 9:00 a.m., or on a weekend or holiday, will be available for the payment of non-Bill Pay transactions on the following banking day. "Today" transfers cannot be canceled. Transfers designated as "Future" or "Recurring" transactions will be processed by 9:00 a.m. of the Scheduled Initiation Date for provisional credit (i.e., for Bill Pay Bill Payments, and cash withdrawals at ATMs or banking centers), and will post and be available by the next banking day for payment of non Bill Pay transactions. If the Scheduled Initiation Date falls on a weekend or holiday, the transfer will occur on the next banking day. Future-dated transfers may be changed or cancelled until 12:00 midnight of the night before the processing date.

g. Limitations on Bill Pay Services. There is a dollar limit of \$5,000 (or the available balance in your designated funding account on any payment or transaction. All Bill Payments and Transfers initiated through Bill Pay are subject to there being sufficient funds available in the affected account to cover the transfer on the Scheduled Initiation Date or earlier.

h. Canceling or Changing Payments. Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Pay session is terminated. Except as stated below, in order to request a stop payment or change a Bill Pay transaction designated as "Future" or "Recurring," you must use Bill Pay and follow the instructions provided to you. You must cancel the payment or transfer using Bill Pay by 12:00 midnight of the day before the scheduled processing day. You understand we will only accept a verbal or written notice to stop an Bill Pay transaction if it related to a payment designated as "Recurring" and only if the notice is received at the address and phone number listed in Section 8 of this Agreement no later than three business days before the scheduled date of the payment or transfer. If you call, we may also require you to request in writing and get it to us within fourteen days after you call.

The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. You understand that your written notice will only be accepted at the address and phone number listed in Section 8 of this Agreement.

i. Payment Guarantee. If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be schedule so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.) Note: the information supplied by you must be correct (payee name and address, your name and account number as it appears on the payee's records). The following payees are allowed but not covered under this Payment Guarantee:

- Payments to payees with Armed Forces postal codes (AP, AE)
- Payments to settle securities transactions
- Payments to payoff special or delayed financing for purchases
- Payments that failed due to insufficient funds or other reasons
- Payments to credit counseling agencies who pay creditors on your behalf

Payments to the following prohibited payees are not permitted through this service, and are not covered under this Payment Guarantee: payments to payees outside of the United States; court-ordered payments such as alimony, child support, speeding tickets, etc; tax entities; and collection agencies.

j. Expedited Payment Guarantee. If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment. We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating. "Penalties" are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance. A "Properly Scheduled Expedited Payment" is defined as a payment that:

- was made from an account that has sufficient funds for the payment and any fees associated with the payment; was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date including grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Deliver By" date no later than July 15th.);
- the service indicates it is deliverable on or prior to the applicable due date;
- was not made for any of the following types of transactions:
  - o Payments that failed due to insufficient funds or other reasons
  - o Payments to settle securities transactions
  - o Payments to payoff special or delayed financing for purchases
  - o Payments to credit counseling agencies who pay creditors on your behalf
  - o Payments to payees outside of the United States
  - o Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - o Tax entities
  - o Collection agencies
- the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
- does not cause you to exceed any applicable risk management limits
- was scheduled when the system was available; and
- the payment complies with the payee's policies.

**5. Account-to-Account External Transfers.** The External Transfer service enables you to request a transfer of funds: (1) from your Credit Union deposit account that is eligible to be used with and is enrolled in the service ("Eligible Credit Union Account") to your account at another financial institution enrolled in the service ("Verified Account") or (2) from a Verified Account to your Eligible Credit Union Account. The Credit Union generally uses the ACH Network to execute External Transfer requests, but other methods of transfer may also be used.

a. Service Eligibility. You must be at least eighteen (18) years old, a resident of the United States, and have an e-mail address. You authorize us to verify your identity by obtaining information about your credit history from a consumer credit reporting agency to be used in accordance with the Fair Credit Reporting Act and other applicable laws. 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. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

b. 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 External 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 External 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 External Transfer that is not initiated in accordance with such procedures. You understand that acceptance and processing of an External 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 External 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 External 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 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 External Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

c. Account Set-up & 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. You agree that the Credit Union has established commercially-reasonable security procedures for the External Transfer service. The Credit Union's procedures are designed to authenticate your identity before accepting a request for an External 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 payments will be credited to the account. 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.

d. Transfer Limitations & Requirements.

a. Transfer Cut-Off. Your request for a Standard transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 2:00 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. Any standard transfer made after the cut-off time will be initiated the next business day.

b. Transfer Limits. The daily and monthly limits on External Transfers are set forth on the Fee Schedule. For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which an External Transfer request is executed (i.e., originated) by the Credit Union. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains In Process until fully processed and it will appear as "In Process" on your Transfer Funds tab within Online Banking. 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: (i) any of your Credit Union accounts are not current or are not in good standing, (ii) 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 (iii) 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

c. Modifying or Cancelling 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.

d. Rejection of an External 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 External 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 External 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.

e. 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.

f. Status E-mail. We will periodically send messages to your primary e-mail address during the external funds transfer process. These messages will provide information pertaining to the transfer deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary e-mail address is defined in Online Banking and you are responsible for updating the address should it change. E-mail messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

## **6. Person-to-Person Mobile Transfers.**

a. Service Access. The Person-to-Person Mobile Transfer Service (P2P Mobile Transfers) enables you to initiate a payment transaction from your account to an account of a depositor at another financial institution or to receive a payment transaction from another person. You may consent to the receipt of emails or automated text messages from the Credit Union or its agent, regarding the transfers and represent to us that you have obtained the consent of the Recipients of your intended transfers to the receipt of such emails or automated text messages.

b. Initiation of Payment Transactions. You may send one-time person-to-person transfers to Credit Union members or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's email address or mobile phone number. You may initiate these transfers by use of your mobile device and providing transaction and Recipient information. Payment transactions initiated to Recipients are processed in two steps. First, you must enter your account number and email address. Second, you must provide contact information about the Recipient (including an email address or mobile telephone number) so that we may validate the identity of the Recipient and Eligible Transaction Account information in order to complete the payment transaction.

You understand and agree that when you initiate a payment transaction from an Eligible Transaction Account using the P2P Mobile Transfers, the processing of the payment transaction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Recipient's Eligible Transaction Account no earlier than the next Business Day after you initiated the payment transaction. The deposit of the payment funds into the Recipient's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Recipient has not provided the P2P Mobile Transfers with certain required information such as his or her Eligible Transaction Account information. The timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the transactions. The posting of the transaction is dependent on the business days of that institution.

c. Payment Authorization and Payment Remittance. By providing us with names and telephone numbers, email addresses, and/or account information of Recipients to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the P2P Mobile Transfers. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Recipients to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed.

The Recipient must accept the Transfer within 14 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. If the Sender and Recipient are both Credit Union members enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. The Credit Union is not responsible for any failure of another financial institution to timely credit its customer's account.

d. Sender & Recipient Information. You acknowledge and agree that payment Transfers will be completed using only the email address or mobile phone number you enter even if it identifies a person different from your intended Recipient. The name you enter will help you identify your intended Recipient in the drop down menu and your transaction history but will not be used to process payments. You agree that as Sender you are authorized to withdraw or as Recipient you are authorized to deposit funds into the Accounts whose numbers you provide or into the Accounts associated with the account number you are

providing. You authorize us, directly or through third parties, to make any inquires considered necessary to validate your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources.

It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information or payment instructions (including but not limited to the Payment Instructions and name, telephone number and/or email address that the Sender enters for the Recipient to whom you are sending the payment transaction), and for informing us as soon as possible if they become aware that this information is inaccurate. You must accurately enter the Recipient's email address or mobile phone number because your obligation to pay for the Transfer will not be excused by an error in the information you enter.

e. Limitations on Transfers. The Credit Union may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. The limits on Transfers are set forth on the Fee Schedule. You may send multiple Transfers a day; however there is fee for each Transfer you send. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity. Funds may be transferred from the account from which the debit card is authorized to transfer funds. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

f. Receiving Payments. If another person wants to send you a payment transaction using the P2P Mobile Transfers to an Eligible Transaction Account you hold with us, he or she can do that from an Eligible Transaction Account at a financial institution that participates in the P2P Mobile Transfers or at the P2P Mobile Website. You understand and agree that there may be a delay between the time you are notified of the pending payment transaction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of payment transactions to you.

We will use reasonable efforts to complete all your payment transactions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the payment transaction or the payment transaction would exceed the credit limit of your overdraft account;
- The P2P Mobile Transfers is not working properly and you know or have been advised by us about the malfunction before you execute the payment transaction;
- The payment is refused;
- You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Recipient to whom you are initiating a payment transaction; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the payment transaction and we have taken reasonable precautions to avoid those circumstances.

**7. Conditions of Account Use.** The use of your account are subject to the following conditions:

a. Secondary Users. You may authorize secondary users to have online access to your accounts with authority to view account information, make account transactions, and establish sub accounts. You are fully responsible for any actions of any secondary user you authorize. You agree the authority of the secondary user shall continue until you revoke it in writing and we have had an opportunity to act upon it.

b. Security of Access Code. The access code you select is for your security purposes. The access codes are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. If you authorize anyone to have or use your access codes, you understand that person may use the Online, Mobile and Telephone Banking service to review all of your account information and make account transactions via the Online, Mobile and Telephone Banking service. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your card and account services immediately.

You understand that all account owners have chosen an access code. If you authorize or permit anyone else to have or use your access code, all account owners and authorized users will have full access to the Online, Mobile and Telephone Banking service to review all deposit and loan account information of any account owner and may use the Online, Mobile and Telephone Banking service to make account transactions on any deposit or loan accounts of any account owner.

c. Access Authorizations & Account Controls. You have the option to establish controls and limitations on the authorized access to your account and the transaction functions and amounts that may be conducted. You are solely responsible for establishing and maintaining these access authorizations and account controls to protect your account. You may establish dual account access controls and you are solely responsible for such designations, the implementation and enforcement of your internal account authorization policies and the actions of the designees of such dual controls. You may authorize multiple users to access and conduct transactions on the account ("Sub Users") with specific account transaction authorities and limitations and you are solely responsible for such Sub User authorizations, the implementation and enforcement of your internal account authorization policies and the actions of your designated Sub Users.

d. 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.

e. Non-Visa Checking Transactions Processing. We have enabled non-Visa debit transaction processing. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as The CO-OP Network, STAR, and PLUS networks. 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 (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.

**8. Member Liability.** You are responsible for all transfers you authorize using EFT services under this Agreement. If you permit other persons to use an EFT service, or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. Inform us immediately if you believe anyone has used your account, card, or access code and accessed your accounts without your authority, or if you believe an EFT has been made without your permission using information from your checks. Telephoning is the best way of keeping your possible losses down. If you believe your card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, please notify us at:

During business hours call:

360.676.1168 • 800.525-8703 • TTY 800.833.6388

After hours call:

800.682.6075

Write to:

Whatcom Educational Credit Union

PO Box 9750

Bellingham, WA 98227-9750

**9. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth on the Fee Schedule. You agree to have the service fees deducted from your account on the day the transaction is posted to your account. From time to time, the charges may be changed and we will notify you of any changes as required by law. If you request a transfer or check withdrawal from your line of credit account, such transactions may be subject to charges under the terms and conditions of your applicable Loan Agreement.

## 10. Transaction Documentation.

- a. Confirmation Numbers. Upon completion of a transaction using Bill Pay, a confirmation number will be given. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Bill Pay.
- b. Periodic Statements. Withdrawals, transfers, deposits, and transactions through the Online, Mobile and Telephone Banking service as applicable, will be recorded on your periodic statement, which will be sent by mail or electronically, if you have requested electronic statements. 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.

**11. Account Information Disclosure.** We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: [www.wecu.com](http://www.wecu.com). However, we may disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transactions;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

**12. Credit Union Liability for Failure to Make Transfers.** The Credit Union is responsible only for exercising ordinary care in making payment upon your authorization and for mailing or sending a payment to the designated payee. We are not liable in any way for damage you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the Credit Union's control. In no case will we automatically resubmit a payment for you after funds have become available. 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 bodily injury, whether caused by the equipment, software, Credit Union, or by Internet browser providers or by Internet 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, Online, Mobile and Telephone Banking or Bill Pay services, or Internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via the Online, Mobile and Telephone Banking and Bill Pay 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. The Credit Union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code or you used an access code or card in an incorrect manner.
- c. If circumstances beyond our control (such as telecommunication, fire, flood or power failure) prevent the transaction.
- d. If the money in your account is subject to legal process or other claim.
- e. If your account is frozen because of a delinquent loan.
- f. If the error was caused by a system or network, Internet service provider or bill payment processor, or any other participating network.
- g. If there are other exceptions as established by the Credit Union.
- h. If your computer fails or malfunctions or the EFT services were not properly working and such problems should have been apparent when you attempted such transaction.
- i. If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.

## 13. Preauthorized Electronic Fund Transfers.

- a. Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) (not using the online Banking service) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen

(14) days of any oral notification. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

b. Notice of Varying Amounts. If these payments will vary in amount, you have the right to receive written notice of the amount of the transfer ten (10) days before the scheduled transfer date. You agree the Credit Union will not provide such notice, but such notice must be obtained from the payee.

c. Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments 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 if you gave us the correct information.

**14. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your card, if:

- a. You or any authorized user of your card or access code breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your access code or card;
- c. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- d. You breach any provision of your this Agreement.

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.

**15. Notices.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

**16. Enforcement.** This Agreement is governed by the Credit Union's Bylaws, federal laws and regulations, the laws and regulations of the state of Washington and the state in which you reside, as applicable, and clearing house rules, as amended from time to time. 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 proceedings, and any post judgment collection actions, if applicable.

## IV. Electronic Services

**1. General.** The following terms and conditions cover your and our rights and responsibilities concerning electronic services offered to you by WECU. In this Agreement, the words "you" and "yours" mean those who sign an application as applicants, joint account owners or any authorized users. Upon executing and submitting your electronic enrollment for a VISA Debit Card you and any joint applicant jointly and severally agree that your electronic signature(s) constitutes your valid signature(s) agreeing to the terms and conditions of this Agreement,

and any amendments. By signing the account card or online enrollment for Telephone Banking (audio response) and other electronic funds transfers ("EFTs") services, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. You authorize WECU to obtain a credit report and make any inquiries about your accounts and credit history from consumer reporting agencies and any person appropriate in connection with your application and to share such information with others as allowed by the law. Any joint applicant must be a joint owner on your savings and checking account(s) in order to access the account with the VISA Debit Card or EFT services.

### 2. Services and Service Limitations

**a. Business VISA Debit Card.** You may use your card and Personal Identification Number ("PIN") in ATMs of WECU, The CO-OP Network, Star, Cirrus, PLUS, VISA point-of-sale terminals and such other machines we may designate. At the present time, you may use your card to make the following transactions on your accounts:

- i. Make cash withdrawals from your primary savings and checking accounts;
- ii. Make deposits to your primary savings and checking accounts at deposit-taking ATMs
- iii. Transfer funds between your primary savings and checking accounts; and
- iv. Obtain balance information on your primary savings and checking accounts.

Funds to cover your card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, WECU may treat the transaction as an overdraft request pursuant to the overdraft protection plan or may terminate all services under the Agreement.

You may make up to fifty (50) debit purchases in any one day at participating merchants and POS terminals. This limitation is inclusive of ATM transactions you make with your card. The amount of any transaction is limited to \$1,500 each day if you have

available funds in your account. You may not use the Business Visa Debit Card or account for any illegal or unlawful transaction, and we may decline to authorize any transaction we believe may be illegal or unlawful. You agree that we have no liability for your use of the check card or account for any illegal or unlawful transaction.

**b. ATM.**

**Withdrawals.** You may make up to fifty (50) cash withdrawals in one day at WECU and non-WECU ATMs. This limitation is inclusive of debit purchase transactions you make with your card. The amount of any transaction is limited to \$510 each day if you have available funds in your account. Any charges applicable to cash withdrawals are set forth on the Rate and Fee Schedule.

**Deposits.** The servicing and processing schedule time of automated teller machines may result in a delay between the time a deposit is made and when it will be available for withdrawal. You should refer to WECU's funds availability schedule.

**c. Online Banking.** Terms, Conditions, and Agreements related to Online Banking can be found in our "Electronic Services Agreement".

**d. Emails.** Emails may be sent to us but may not be used to initiate a transfer on your account or a stop payment request. WECU may not immediately receive email communications that you send and WECU will not take action based on e-mail requests until WECU actually receives your message and has a reasonable opportunity to act. If you need to contact WECU immediately regarding an unauthorized transaction or stop payment request, you may contact WECU at 360-676-1168 or 800-525-8703.

**e. Telephone Banking (Audio Response) Access.** Once we have approved access to your accounts through Telephone banking access, you will choose an access code. You must use your access code along with your account number to access your accounts. At the present time you may use Telephone Banking and Online Banking to perform the following transactions:

- i. Obtain balance information from your savings, checking, or certificate accounts and loan accounts, including VISA.
- ii. Transfer funds between these same accounts (except certificates) and accounts of other members that you authorize.
- iii. Make loan payments to any of your loan accounts, including VISA.
- iv. Withdraw funds from savings or checking accounts by check, made payable to your business and mailed to you at your mailing address.
- v. Access your Timeline and Visa Accounts (loan advance withdrawals will be subject to the Timeline Agreement governing the account).
- vi. Verify certain account information, including if a particular check has cleared your checking account, the date of your last payroll deposit, loan payment and loan payoff amounts.
- vii. Make bill payment transactions through the E-Pay bill payment service (if applicable to your account).
- viii. Get transaction history on your checking, savings and loan accounts (up to the last 95 transactions).
- ix. Get tax information on dividends earned, interest paid, or IRA contributions from your accounts.
- x. Submit stop payment orders on checks drawn on your account.

Your accounts can be accessed using audio response via a touch-tone telephone only. Not all push-button phones are touch-tone. Converters may be purchased for pulse and rotary dial phones. Telephone Banking is available for your convenience seven (7) days per week. This service may be interrupted for a short time each day for data processing. While there is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one day, there are certain limitations on transfers from an account. No transfer or withdrawal may exceed the available funds in your account. WECU reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. Check transactions may not exceed the amount in your account. All checks are payable to you as a primary member and will be mailed to your address of record. WECU may set other limits on the amount of any transaction, and you will be notified of those limits. WECU may refuse to honor any transaction for which you do not have sufficient available verified funds. There is no limit on the number of transaction requests you may make during a single phone call.

**f. Electronic Check Transactions.** You authorize us to honor any electronic check conversion transaction and re-presented check fee debit transactions you authorize ("electronic check transactions"). You agree that your authorization for an electronic check transaction occurs when you initiate such a transaction after receiving any notice regarding the merchant's right to process the transaction, including any written sign provided by the merchant at the time of your transaction. All terms governing electronic funds transfer services will apply to electronic check transactions, except the \$50 and \$500 limits of liability for unauthorized transactions in the "Member Liability" section. You remain responsible for notifying us of any unauthorized check transaction shown on your statement.

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

**a. 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.

**b. Secondary Users.** You may authorize secondary users to have online access to your accounts with authority to view account information, make account transactions, and establish sub accounts. You are fully responsible for any actions of any secondary user you authorize. You agree the authority of the secondary user shall continue until you revoke it in writing and we have had

an opportunity to act upon it.

**c. 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.

**d. Security of PIN, Password, and Access Code.** The Personal Identification Number (PIN) issued to you or access code you select is for your security purposes. The access codes are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. If you authorize anyone to have or use your access codes, you understand that person may use the Online, Mobile and Telephone Banking services to review all of your account information and make account transactions you authorize anyone to have or use your access codes, you understand that person may use the Online, Mobile and Telephone Banking services or ATM Point-of-Sale transactions with your card or PIN. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes that authority shall continue until you specifically revoke such authority by notifying WECU. If you fail to maintain the security of these access codes and WECU suffers a loss, we may terminate your card and account services immediately. You understand that all account owners have chosen an access code. If you authorize or permit anyone else to have or use your access code, all account owners and authorized users will have full access use your access codes. You understand that person may use the Online, Mobile and Telephone services to review all deposit and loan account information of any account owner and make account transactions on any deposit or loan accounts of any account owner.

**e. Foreign Transactions.** Purchases and cash advances made in or with merchants located in a foreign country 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 may 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.

**f. 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.

**g. Non-Visa Checking Transactions Processing.** We have enabled non-Visa debit transaction processing. Some merchants may permit you to initiate debit and bill payment transactions with your card using either the VISA network or another network shown on your card, such as The CO-OP Network, STAR, and PLUS networks. 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 "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.

**4. Member Liability.** You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons including authorized representative to use an EFT service, card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. If you believe your Card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, notify us:

**During business hours:**

800-525-8703

TTY 800-833-6388

After hours: 800-682-6075 9750

**Write to:**

WECU

PO Box 9750 Bellingham, WA 98227-

**Business Days.** Our business days are Monday through Friday excluding federal holidays.

**5. Fees and Charges.** There are certain charges for electronic fund transfer services as set forth on the Rate and Fee Schedule. From time to time, the charges may be changed. We will notify you of any changes as required by law.

**6. Account Information Disclosure.** We will maintain the confidentiality and privacy of your electronic funds transaction information in accordance with our privacy policy as stated on our website at: [www.wecu.com](http://www.wecu.com). However, we may disclose information to third parties about your account or the transfers you make:

- i. As necessary to complete transactions;



- ii. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- iii. To comply with government agency or court orders;
- iv. If you give us your express permission.

**7. WECU Liability for Failure to Make Transfers.** WECU is responsible only for exercising ordinary care in making payment upon your authorization and for mailing or sending a payment to the designated payee. We are not liable in any way for damage you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond WECU's control. In no case will we automatically resubmit a payment for you after funds have become available. 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 bodily injury, whether caused by the equipment, software, WECU, 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 or access software. In this regard, although we have taken measures to provide security for communications from you to us 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. WECU will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit.
- b. If you used the wrong access code or you used an ATM, access code or card in an incorrect manner.
- c. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
- d. If the ATM or POS terminal was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as telecommunication, fire, flood or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.
- g. If your account is frozen because of a delinquent loan.
- h. If the error was caused by a system of the designated ATM Networks, Internet service provider or processor, bill payment payee or any other participating network.
- i. If there are other exceptions as established by WECU.
- j. The ATM or POS terminal may retain your card in certain instances, in which event you may contact WECU about its replacement.
- k. If your computer fails or malfunctions or the Online Banking or Telephone Banking services were not properly working and such problems should have been apparent when you attempted such transaction.
- l. If you have not given WECU complete, correct, and current instructions so WECU can process a transfer or bill payment.

**8. Termination of EFT Services.** You agree that we may terminate this Agreement and your use of your EFT services and the use of your card, if:

- a. You or any authorized user of your card or access code breach this or any other agreement with us;
- b. We have reason to believe that there has been an unauthorized use of your access code or card;
- c. We notify you or any other party to your account that we have canceled or will cancel this Agreement; or
- d. You breach any provision of your Membership and Account Agreement.

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.

**9. Notices.** WECU reserves the right to change the terms and conditions upon which this service is offered. WECU will mail before the effective date of any change, if required by law. Use of this service is subject to existing policies governing WECU account and any future changes to those policies.

**10. Enforcement.** You agree to be liable to WECU for any liability, loss, or expense as provided in this Agreement that WECU incurs as a result of any dispute involving your accounts or services. You authorize WECU 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 proceedings, and any post-judgment collection actions, if applicable.

## V. Wire Transfers

**Wire Transfer Agreement** By signing a Wire Transfer Authorization or requesting or authorizing a representative of yours to initiate a wire transfer request, you agree to the terms and conditions of this Wire Transfer Agreement ("Agreement"). This Wire Transfer Agreement between Whatcom Educational Credit Union ("Credit Union" and "WECU") and Member and its authorized agents ("Member" or "you," "your," and "yours") governs the origination and receipt of wire transfers on behalf of the Member.

**1. 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.”

**2. Service Description.** The Credit Union offers a wire transfer service that enables Members to transfer funds by wire from specific Member account(s) to any other account(s) specified by the Member at another financial institution. Members may initiate a funds transfer by contacting the Credit Union in the manner the parties mutually agree. The Credit Union offers a service for sending outgoing funds transfers from Member accounts in accordance with the terms and conditions of this Agreement.

**3. 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 times are 2:30 PM Pacific Time for domestic wires and 12:00 PM Pacific Time for international wires. 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. 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. The Credit Union may establish or change from time to time cutoff times for the receipt and processing of funds transfer requests, amendments or cancellations.

**4. Fees.** The Credit Union may charge an account(s) for the amount of any funds transfer initiated by any person authorized to the account from which the funds transfer is to be made, any Wire Transfer Recurring Fees and any additional applicable fees for wire transfers set forth in the Credit Union Fee Schedule. All fees are subject to change from time to time at WECU’s discretion.

**5. 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: (i) a breach by the Member of any provision of this Agreement; (ii) the Credit Union debiting or crediting the account of any person as requested by the Member; (iii) the failure to act or the delay by any financial institution other than the Credit Union; and (iv) the Credit Union accepting any verbal, written or online wire transfer requests without the signature or proper identification of Member or Member’s representative requesting the transfer.

**6. Credit Union Liability.** The Credit Union shall be responsible only for performing the wire transfer services provided in this Agreement. The Credit Union will be liable only for its negligence or willful misconduct in performing the services and 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.

**7. Notice of Errors - Domestic Funds Transfers.** 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 Wire 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 order. 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.

**8. Notice of Errors - International Funds Transfers.** All transfers will appear on the Member’s regular account statement. It is the Member’s obligation to examine their statement for any errors concerning any wire transfer. A wire transfer error includes: (i) an incorrect amount paid by the Credit Union, (ii) a computational or bookkeeping error by the Credit Union, (iii) the failure to make the amount of currency available to the designated recipient as stated on any prepayment or receipt disclosure except estimated amounts or (iv) the failure to make funds available to the designated recipient as stated on any prepayment or receipt disclosure except a failure due to extraordinary circumstances outside the Credit Union’s control that could not have been reasonably anticipated. If the Member fails to notify the Credit Union of any errors within one hundred eighty (180) days after the disclosed date of availability of the wire transfer funds, the Credit Union shall not be liable for such error. 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.

**9. Recurring Funds Transfers.** Recurring funds transfers are those transfers for which all Wire Transfer information remains the same. Members must supply all required information to complete the transfers. The funds transfer will be initiated on the day specified and will be expedited accordingly unless the day specified falls on a weekend, holiday, or if the Credit Union or Federal Reserve Bank is closed for business in which case the funds will be wired on the next Business Day. Recurring transfers may be modified, changed or altered by contacting the Credit Union. The modification will be effective once it is accepted by the Credit Union and is incorporated in the funds transfer system. The Credit Union requires thirty (30) days’ notice to discontinue a recurring funds transfer that was previously authorized.

**10. Security Procedures.** When a Wire Transfer request is authorized by a Member, the Credit Union’s security procedures may involve use of identification methods that may include: photo identification requirements, signature verification, data/password verification, use of a personal identification number (PIN) verification, and callback procedures agreed by the member and the Credit Union. The Credit Union and Member have agreed to such security procedure options as selected and stated on the Credit Union’s Wire Transfer Authorization for each transfer request. For Wire Transfer Requests processed online, through facsimile, or by telephone the Credit Union may require a call back password verification before being processed. If we are unable to reach you by phone to verify the

password security within two business days after the intended process date of the wire request, we reserve the right to cancel the wire request without supplying notice to you that the request has been canceled. The Credit Union and Member have agreed to such security procedure options as selected and stated on the Credit Union's Wire Transfer Authorization for recurring funds transfers or each transfer request. Once you have entered a Wire Transfer Agreement and provided us with a member created password, we will review the wire request and perform a call back to you for verification on wires. Once a member created password is established, we will accept Wire Transfer orders from you via telephone, facsimile, or online, provided you have a sufficient balance on deposit in the appropriate account to execute the Wire Transfer order, and you provide the information above to us when we call you to verify your payment request. In addition, the Credit Union may but is not required to take additional actions to those selected 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 selected by the Member and accepted by Credit Union, 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 agreed security option, 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 Member agrees to comply in all respects with such procedures.

**11. Inconsistent Data and Rejections by Credit Union.** 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 or a person who is not a 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. 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 U.S. Mail. The Credit Union will comply with regulations issued by the U.S. Treasury's Office of Foreign Asset Control (OFAC) for any transfer request that is to an entity listed on OFAC's list of specially designated nationals and blocked persons. By law the Credit Union shall not complete the transfer and shall "block" the funds until such time OFAC issues a written release to the Credit Union. The Credit Union shall have no liability to the Member as a result of Credit Union's rejection of any transfer request or internal transfer if it complies with the terms of this Agreement.

**12. Rejection of 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 U.S. Mail. The Credit Union will have no further obligation to transmit the rejected wire transfer if it complied with this Agreement with respect to the original transfer request.

**13. Cancellation and Change by Member - Domestic Funds Transfers.** The Member shall have no right to cancel or amend any transfer request after receipt by the Credit Union; however, the Credit Union shall use reasonable efforts to act on a cancellation or change request so long as it is received from the Member or its authorized agent in accordance with the security procedure set forth in this Agreement and the Credit Union has reasonable time within which to act upon such instructions. The Credit Union shall have no liability if the cancellation or change is not effected.

**14. Governing Law.** The transactions contemplated by this agreement shall be governed by the laws of the state of Washington and UCC Article 4A and, for international funds transfers, the Consumer Financial Protection Bureau Regulation E. If transmitted through the Federal Reserve, wire transfers will be governed by Federal Reserve Regulation J.

**15. Termination.** The Credit Union may suspend or terminate the wire transfers services at any time, if (i) Credit Union has a reasonable concern about a funds transfer or a possible loss that might be suffered by the Credit Union, (ii) Member has breached or may breach this agreement, or (iii) Credit Union becomes aware of information which may indicate illegal or improper transactions.

## VI. eStatements Disclosure & Consent

By choosing to enroll in the eStatements service offering you agree to accept your periodic statements for all of your WECU accounts online only, through WECU's Online Banking program.

You agree that your consent to eStatements at anytime will apply to the statements for any deposit account, EFT service, consumer loan, credit card or mortgage loan you have now or establish in the future.

Your online periodic statements (eStatements) will include the following:

- Deposit Accounts, EFT services & Loans. Deposit account statements reflect account and transaction activity for your deposit accounts, as well as electronic funds transfer services, and the periodic notice of billing error rights. Loan bills reflect transaction activity, payment information, a summary of your loan, and the periodic notice of billing error rights.

- VISA Credit Card. Visa statements reflect credit card account balance information and transaction activity and periodic notice of billing error rights.
- Loan Statements. Statements reflecting your loan balance, payment information, transaction activity, loan account information for your loan and contact information.
- Tax Forms. Interest related tax documents pertaining to your account(s) and/or loan(s) with Whatcom Educational Credit Union.
- Account Notices. Notices about your account(s) will be provided electronically.

You may access your statements as Internet web PDF or HTML documents (images) through the Online Banking program. You must have a functional, certified internet browser and Adobe Acrobat Reader software to access the statements and a printer or ability to download the statements for your records. You must have an e-mail address on file with WECU in order to accept this disclosure and to receive and view online statements. Upon agreeing to receive statements online, the paper version will not be mailed to you. In addition it is your responsibility to inform the Credit Union of any change in your e-mail address by updating it in the profile section of your online banking.

There are no fees or account restrictions for requesting paper statements only, choosing to withdraw your consent for eStatements, or changing your email address. You have the right to request and receive periodic statements in paper form and you may withdraw your consent to receive eStatements only, at any time by using the system to un-enroll. Your request for paper statements only or to withdraw your consent for eStatements will apply to all of the periodic statements for your WECU accounts, loans or services.