



Consent to Electronic Document Delivery

Revised 05/01/2024
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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"> • Account Card & Backup Withholding/TIN Certification • Membership and Account Agreement • Funds Availability Policy • Privacy Policy • Electronic Services Agreement • Truth-in-Savings Disclosures
Subsequent Documents	<ul style="list-style-type: none"> • Change in Terms Notices • Account and Transaction Alerts • Periodic statements for all WECU accounts • Future Service Enrollments, Communications and Notices

- 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
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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.



Member Agreement

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Membership and Account Agreement

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

By signing the Account Card or completing and transmitting an online account or service authorization or service, each of you, jointly and severally, agree to the terms and conditions in this Agreement. This includes the Funds Availability Policy, Privacy Policy, Electronic Services Agreement, , Wire Transfer Agreement, Truth-in-Savings Disclosures and Fee Schedule accompanying this Agreement, any account receipt, WECU’s Bylaws and Policies, and any amendments, which collectively govern your membership and 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.

IMPORTANT INFORMATION ABOUT OPENING NEW ACCOUNTS: To help the government fight terrorism funding and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver’s license or other identifying documents.

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. **Account Ownership & Designations.** The classification and form of ownership of your accounts are designated on your Account Card. You must qualify as a member to hold a deposit account, individually or jointly. Unless you waive your rights, you understand that certain account designations, such as joint ownership with right of survivorship or Payable-On-Death (“POD”) beneficiary, may be invalidated upon a court order testamentary disposition, as required by applicable law.
3. **Individual Accounts.** An individual account is an account owned by one member, including any individual, trust, or other fiduciary relationship qualified for Credit Union membership. If the account is an individual account, the interest of a deceased individual owner will pass, subject to applicable law, to the POD beneficiary or decedent’s estate, if applicable.
4. **Joint Accounts.** An account owned by two or more members is a joint account.
 - a. **Joint Account Ownership.** Joint account ownership means an account owned jointly by multiple members.
 - b. **Rights of Survivorship.** If yours is a joint account, it is owned as a joint account with rights of survivorship. Upon the death of one joint account owner, the deceased person’s interest will become the property of the surviving joint account owner(s).
 - c. **Rights of Joint Account Owners.** Any joint account owner is authorized and deemed to act for the other owner(s). WECU may accept orders and instructions regarding the account and requests for future services from any account owner. Each account owner guarantees the signature of the other owners. Joint owners may, by written order, remove themselves from the account if it is in good standing. Any account owner may withdraw all funds in the account, stop payment on items drawn on the account, withdraw, or pledge all or any part of funds in the account, without the consent of the other account owner(s), and WECU shall have no duty to notify any of the other account owner(s), including any joint owner(s). If WECU receives written notice of a dispute between account owners or receives inconsistent instructions from them, we may suspend or terminate the account, require a court order to act, or require that all joint account owners agree in writing to any transaction concerning the account.
 - d. **Joint Account Owner Liability.** If any item deposited in a joint account is returned unpaid or an account is overdrawn, or if we do not receive final payment on any transaction, each of the account owners, is jointly and severally liable to WECU for the amount of the returned item, overdraft, or unpaid amount and any fees, regardless of who created the overdraft, deposited or cashed the item, or benefited from the transaction. If any account owner is indebted to WECU, we may enforce our rights against any or all funds in any account, regardless of who contributed funds to the joint account.
 - e. **Owner Information.** You agree that if you provide your Personal Identification Number (“PIN”), password, or access code to a joint owner of your deposit account or another person, you understand and agree that person has full access to and your authorization to receive any deposit or loan account information of yours. WECU has no responsibility to inquire about the person’s authority or permission to access your information and will not be liable for providing any account information access to such person.
5. **Payable-on-Death Beneficiaries.** A POD designation is an instruction to WECU that a designated account is payable to the owner or owners during their lifetimes, and upon the death of the last joint account owner, payable to any named and surviving POD beneficiary designated by you. Accounts payable to more than one POD beneficiary are owned jointly by such beneficiaries with rights of survivorship. A POD beneficiary designation on an Account Card shall apply to all of your accounts unless otherwise specifically designated and except for HSA, IRA and Education Savings accounts, which shall be governed by a separate beneficiary designation. WECU shall at no time have any obligation to notify any beneficiary of the existence of any account or the vesting of the beneficiary’s interest in any account, except as otherwise provided by law.
6. **Uniform Transfer to Minors Account (UTMA).** For any account established by or for a minor, the custodian listed on the Account Card agrees to be jointly and severally liable to WECU for any returned item, overdraft, or unpaid charges or amounts on such account. For a joint account, the custodian for the exclusive right and benefit of the minor shall hold all funds in the account. WECU may make payments of funds directly to the minor without regard to his or her minority unless WECU has received written notice from the custodian to withhold payment and WECU has had a reasonable time to act on the notice. WECU has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s tax identification number must be shown on the Account Card. When the minor reaches age twenty-five (25) the minor may change the account status to an individual or joint account. WECU shall not change the account status when the minor reaches age twenty-five (25), unless authorized in writing by all account owners.
7. **Minor Accounts.** For any account established by or for a minor, WECU reserves the right to require the minor account owner to have a parental joint account owner or custodian who is at least eighteen (18) years of age and who shall be jointly and severally liable to WECU for any returned item, overdraft, unpaid fees, or amounts on such account. WECU may make payments of funds directly to the minor without regard to his or her minority. WECU has no duty to inquire of the use or purpose of any transaction by the minor or joint account owner. The minor account owner’s TIN must be shown on the Account Card. WECU shall not change the account status prior to the minor reaching age eighteen (18), unless authorized in writing by all account owners.
8. **Fiduciary Accounts.** A fiduciary account is one opened by an executor, administrator, personal representative, trustee, conservator, or other fiduciary in such capacity authorized under a will, court order, or trust instrument establishing the fiduciary relationship or a representative payee authorized by the U.S. Social Security Administration (“fiduciary”). The account owner/member is the estate, conservatorship, trust or Social Security Administration benefit recipient as the sole owner of this account. The fiduciary is authorized to act on behalf of the account owner/member but has no ownership interest. The fiduciary is the only authorized party to transact on this account. The fiduciary is expressly authorized to endorse all items payable to or

owned by the account owner for deposit with or collection by WECU, and to execute such other agreements and to perform any other account transaction under the Agreement. The fiduciary is authorized to receive account information from WECU, either orally or in writing, and any information related to the account. The authority given to the fiduciary shall remain in full force until a court order, termination of the account owner, or written notice of revocation is received by WECU either by a court-appointed representative of the account owner or by the Social Security Administration, as applicable. Any such notice shall not affect any items in process at the time notice is given. The fiduciary will notify WECU of any change in the account owner's status affecting the deposit relationship between the account owner and WECU. The fiduciary warrants that all actions he or she takes regarding the account will be for the sole benefit of the account owner, and that the fiduciary will not conduct any transaction on the account that will personally benefit the fiduciary or will not comply with the terms of the applicable laws, will, court order, or instrument establishing the fiduciary relationship. WECU may rely upon these representations and shall have no duty to examine such authorizing documents for compliance or inquire as to the powers and duties of the fiduciary and shall have no notice of any breach of fiduciary duties by the fiduciary unless WECU has actual notice of wrongdoing. The account owner agrees that WECU shall not be liable for any losses due to the account owner's failure to notify us of any unauthorized acts of the fiduciary or changes to the relationship between the fiduciary and account owner. The account owner and fiduciary agree to indemnify and hold WECU harmless of any claim or liability as a result of unauthorized acts of the fiduciary upon which WECU relies prior to any actual notice of any account change or change of account owner.

- a. Member/Account Owner.** The Member name shown on the account is the complete and correct name of the Member/Account Owner (Member). Each Fiduciary warrants that the Member has been duly formed and currently exists and each Fiduciary is authorized to act on behalf of the Member. The Fiduciary agrees to provide Whatcom Educational Credit Union with a true copy of any court or legal documents, or other evidence that the Fiduciary(s) are authorized to enter into the Membership and Account Agreement on behalf of the Member and that each Fiduciary listed on the account is authorized to transact business on the Member's behalf.
 - b. Authorized Parties.** The Fiduciaries signing the account documents presently occupy the fiduciary position listed and are authorized to transact business on behalf of the Member. Each Fiduciary agrees to notify WECU in writing of any change in authority. WECU may request any other evidence of a Fiduciary's authority at any time.
 - c. Authority.** WECU is directed to accept and pay without further inquiry any item bearing one of the signatures of the Fiduciaries, drawn against any of the Member's accounts. Any one Fiduciary is expressly authorized to endorse all items payable to or owned by the Member for deposit with or collection by WECU and to execute such other agreements and to perform any other transaction under the Agreement. The authority given to the Fiduciary shall remain in full force until written notice of revocation is delivered to and received by WECU at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. The Fiduciary will notify WECU of any change in the Member's composition or any aspect affecting the deposit relationship between the Member and WECU before any such change occurs. WECU shall have no duty to inquire as to the powers and duties of any Fiduciary and shall have no notice of any breach of fiduciary duties by any Fiduciary unless WECU has actual notice of wrongdoing. The Fiduciaries are authorized to receive from WECU, either orally or in writing, any information related to the account. The Fiduciaries agree that changes to terms and maturity instructions for a Savings Certificate may be made with the Savings Certificate Disclosure and may be authorized by any Fiduciary.
 - d. Liability.** The Member agrees that WECU shall not be liable for any losses due to the Member or any Fiduciary's failure to notify WECU of such changes. Member and each Fiduciary agree to indemnify and hold WECU harmless of any claim or liability as a result of unauthorized acts of any Fiduciary or former Fiduciary or acts of any Fiduciary upon which WECU relies prior to notice of any account change or change of Member.
- 9. 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 Terms 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 (1½) 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 we actually receive 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 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.

10. Account Access.

- a. Authorized Access.** 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 to 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). 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. **Credit Union Examination.** WECU may disregard information on any check including references to dual signature requirements, other than the signature of the drawer, amount of the item, and any magnetic encoded information. You understand and agree WECU does not offer dual signatures of drawers on your checking account and WECU will not stop or decline to pay any item drawn on the signature on one authorized drawer. 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.

11. **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 Fee Schedule which is incorporated herein by this reference. You agree WECU may impose fees for the deposit account services provided by us. A current 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.

12. **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 Credit Union 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.

13. **Overdrafts**

- a. **General Overdraft Liability.** If on any day the available funds in your checking account are not sufficient to cover checks and other items (ACH withdrawals, debit card transactions) posted to your account, those checks and items will be handled in accordance with our overdraft procedures and the terms of this Agreement. If we pay a check or item that overdraws your account, you are liable for and agree to pay the overdraft amount and an Overdraft Fee immediately. If we do not pay the check or item, we will return it unpaid and you agree to pay 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 deadlines.
- 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 the time you conduct the transaction. Checks and card transactions on your account are paid based on your available balance, and not the actual balance. Your “actual balance” is the amount of money that is actually in your account at any given time. Your actual balance reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending. While it may seem that the actual balance is the most up-to date display of the funds than you can spend from your account, this is not always the case. Your account may have purchases, holds, fees, other checks, charges or deposits made on your account that have not yet posted and therefore, will not appear in your actual balance. Your “available balance” is the amount of funds in the account that are available to pay checks, ACHs, and other items

presented against the account without incurring an overdraft or non-sufficient funds fee or transferring funds from another account. The available balance is generally equal to the actual balance, less the amount of any holds placed on recent deposits, holds placed for other reasons, and holds for pending transactions (such as debit card purchases) that we have authorized but that have not yet posted to your account. At the time of presentment, if the available balance in your account is less than the transaction amount of the check or item presented, the check or item will be considered an overdraft and will be returned or declined, unless it is covered by the Privilege Pay Overdraft Protection described below. WECU may authorize a transaction when you use your debit card to conduct transactions with merchants or POS facilities. However, your subsequent account activity may affect whether you have available funds to cover the check when it is presented to us. WECU has no control over the timing when checks or other items are presented.

You can view your available balance through Online Banking and at ATMs 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. Please contact us if you want to know your available balance to avoid an overdraft. The Credit Union has no duty to notify you of a check or item that will overdraw your account. If we pay an item that overdraws your account, you are liable for and agree to pay the overdraft amount and any fees immediately. You will be subject to a charge for the item whether paid or returned as set forth in the Rate and Fee Schedule. We reserve the right to pursue collection of previously dishonored items any time, including giving a payer bank extra time beyond any midnight deadline limits.

- 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. You may decline this overdraft transfer service at any time by notifying us verbally or in writing.
- d. Privilege Pay Overdraft Service.** We offer a discretionary service (“Privilege Pay”) to cover overdrafts on your checking accounts. WECU offers this Privilege Pay to eligible consumer checking account owners who qualify. Privilege Pay is not offered on fiduciary accounts or to anyone who has caused a financial loss to WECU. Privilege Pay is provided to qualified accounts automatically for checks, ACH, and online transactions. Privilege Pay will be provided for debit card purchase transactions only if you expressly request (“opt-in”) it for these transactions. Members have the option to stop these services at any time.

 - i. 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. The Privilege Pay service will be provided for ATM and debit card purchase transactions only if you request it by providing us a one-time opt-in for these transactions. 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.
 - ii. 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.
 - iii. 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.
 - iv. Overdraft Fees.** There is an Overdraft fee for each paid overdraft check or item. If we do not pay the overdraft, there is an NSF/Returned Item fee per check or item presented for payment on an overdrawn account. 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.
 - v. 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.

- vi. **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.
- vii. **Credit Union 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.

14. 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.

15. 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, with online banking or in person. 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.

16. 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.
- 17. 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.
- 18. Credit Union'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 terms of this Agreement. Any conflict between oral representations by you or Credit Union 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.
- 19. Credit Union's 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, we do not waive our 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 to WECU, except obligations secured by your primary dwelling, unless prohibited by applicable law. All accounts are non-assignable and nontransferable to third parties without our prior written consent.
- 20. 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 processes, 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.
- 21. Account Information.** Upon your request, WECU will inform you of the name and address of each credit reporting agency from which we obtain a credit report in connection with your account. WECU agrees not to disclose information to third parties about your account regarding any transaction or balances except when: (a) it is necessary to complete the transaction; (b) the third party seeks to verify the existence or condition of your account in accordance with the Fair Credit Reporting Act or other applicable laws and regulations; (c) such disclosure is in compliance with the law, government agencies, or court orders; or (d) you give us your express permission.
- 22. 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, by secure messaging.
 - b. Notice of Amendments.** Except as otherwise prohibited by applicable law, the terms of this 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. WECU reserves the right to require written consent of all account owners for a change of ownership, such as adding a joint member. 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 us. 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. Negative Information Notice.** We may report information about your loan, share, or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

- e. 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.
 - f. Consent to Communications.** By providing an email address, telephone number, cellular phone number, 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.
- 23. 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.
- 24. 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 Credit Union.** 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 us 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 us in writing within the above time limit after the statement is mailed or 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.
- 25. 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. 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.
- 26. Death of Account Owner.** You irrevocably waive the right to make a testamentary disposition of any account with WECU, now and in the future. You agree that upon your death, your account will be payable in accordance with any existing account designations and the terms of this Agreement. WECU may require the survivor or other claimant to the account to produce certain documents before releasing any funds. WECU may continue to honor all transfers, withdrawals, deposits, and other transactions on the account until WECU learns of an account owner's death. Once WECU learns of a member's death, we may pay checks or honor other payments or transfer orders authorized by the deceased member for a period of ten (10) days, unless WECU receives instructions from any person claiming an interest in the account to stop payment on the checks or other items. You agree that WECU can require that anyone who claims funds in your account after your death to indemnify WECU for any losses resulting from honoring that claim. As a Joint Owner, we may require you to close the account, transfer the funds to an active account of a WECU member, or you would need to qualify for membership with WECU. You and any surviving owner

or beneficiary agree(s) 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.

- 27. 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: (a) there is a change in owners or authorized signers; (b) there has been a forgery or fraud reported or committed involving your account; (c) there is a dispute as to the ownership of the funds in the account; (d) any account checks are lost or stolen; (e) if there are excessive returned unpaid items not covered by an overdraft plan; (f) if there has been any misrepresentation or any other abuse of any of your accounts; (g) we reasonably deem it necessary to prevent a loss to us; (h) if you engage in any activity of betting or wagering or are otherwise engaged in any Internet gambling business; or (i) any owner/member causes WECU to suffer a loss. 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 any item after termination, you agree to reimburse us for payment.
- 28. Termination of Membership.** You may terminate your Credit Union 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 Credit Union Policies, procedures, and Bylaws; conduct yourself in a threatening or abusive manner to Credit Union officials, staff and members or willfully damage Credit Union 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/member on another account.
- 29. Special Account Instructions.** You may request WECU to facilitate certain trust, will, or court-ordered account arrangements. However, because WECU does not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. You and any surviving owner or beneficiary agree(s) 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 designation of yours. If you ask WECU to follow instructions, we believe might expose us 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 or otherwise indemnify WECU. Any item with a full payment legend must be presented in person to a Credit Union officer; otherwise, payment is accepted with full reservation of rights. Account changes requested by you must be evidenced by a signed Account Card and be accepted by WECU. WECU will not recognize the authority of someone to whom you have given power of attorney without an acceptable, written power of attorney on record at WECU. 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.
- 30. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or ensure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power or we receive notice as stated below. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.
- 31. Hold Harmless for Action Of Agent.** You understand that when we are requested to honor the instructions of someone claiming to be your agent and/or attorney-in-fact upon presentation of a power of attorney form (whether on a standard Bank form or one you or your attorney prepare) we must consider the authenticity and continued validity of the power, evaluate the power and determine whether the instructions are consistent with it. You agree not to hold us responsible for any loss or damage you may incur as a result of the decision we make whether or not to follow the instructions given by the agent as long as our decision is made in good faith.
- 32. Fees and Charges.** For fees and charges related to your account, please reference WECU's Fee Schedule which is incorporated herein by this reference.
- 33. 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.
- 34. 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.
- 35. 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.

- 36. 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:
- We believe a check you deposit will not be paid.
 - You deposit checks totaling more than \$5,525 on any one day.
 - You deposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six months.
 - 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. This applies to deposits made at WECU ATMs and ATMs that we do not own or operate.
7. **Deposits through Mobile Deposit.** WECU may place a 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. Privacy Policy

Revised June 5, 2024

1. **Our Privacy Pledge.** WECU is a member focused, financial cooperative run by a board of directors you elect. Since 1936, WECU has provided financial products and services to our members. You have trusted us with information about yourself and your family, and we recognize and respect your expectations of privacy. We have not and will not violate that trust by selling member information for solicitation or any other purpose. We will continue to strive to earn your trust and your business by honoring your privacy. This notice describes the privacy policy and practices followed by WECU. This notice explains what types of member information we collect and under what circumstances we may share it.
2. **Our Privacy Policy.**

Facts		What does WECU do with your personal information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand WECU's Privacy Policy.	
What?	<p>The types of personal information we collect and share depend on the accounts or services you have with us. This information can include:</p> <ul style="list-style-type: none"> a) Social Security number and income b) Account balances and payment history c) Credit history and scores <p>When you are no longer our member, we will not share your information except as permitted or required by law as described in this notice.</p>	
How?	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons WECU chooses to share; and whether you can limit this sharing.	
Questions?		
Call 360-676-1168 or 800-525-8703 or TTY 800-833-6388, through our Chat service at wecu.com, or write to us at WECU, PO Box 9750, Bellingham, WA 98227-9750.		

Reasons we can share your personal information	Does WECU share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	No	N/A
For our affiliates' everyday business purposes information about your creditworthiness	No	N/A
For non-affiliates to market to you	No	N/A

What we do	
How does WECU protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also restrict access to nonpublic personal information about you to those employees and volunteers who need to know the information to provide products or services to you.
How does WECU collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> a) Open an account or apply for a loan b) Apply for any credit union service c) You visit our website, provide us information on any online application or transaction, or information you send to us by email d) Use your credit or debit card or pay your bills e) Make deposits to or withdrawals from your accounts <p>We also collect your personal information from others, including credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law only gives you the right to limit information sharing as follows:</p> <ul style="list-style-type: none"> a) Sharing for affiliates' everyday business purposes—information about your creditworthiness b) Affiliates from using your information to market to you c) Sharing for non-affiliates to market to you <p>However, we do not have any affiliates with whom we share any information.</p>

Other Important Information
<p>Protecting Children's Private Information. Our online financial services are not designed for or directed toward children. We do not knowingly solicit or collect data from children and we do not knowingly market to children online. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents.</p> <p>Privacy Policy Changes. While we reserve the right to amend this Privacy Policy at any time, you can always review the current version at wecu.com.</p> <p>Mobile Information Sharing. Mobile phone numbers and opt-in consents collected through our website will not be shared with third party providers for marketing.</p>

Electronic Services Agreement

This 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 accounts you have with the Credit Union. By enrolling for or using any of the electronic services: Debit Cards, Telephone Banking, Online and Mobile Banking, External Funds Transfers, Person-to-Person and Account to Account Transfers Services, Bill Pay, Preauthorized Transfers and Electronic Checks (“Electronic funds transfers” or “EFTs”) and the Remote/Mobile Deposit terms, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments.

IV. Electronic Funds Transfers

1. VISA Debit Card Service Terms.

a. Debit Card Services & Limitations. You may use your VISA debit card to purchase goods and services any place it is honored by participating merchants, including at POS terminals within the networks or such other POS terminals as WECU may designate. Funds to cover your card purchases and ATM transactions 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 Service 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 \$10,000 each day if you have available funds in your account.

You may use your debit card and Personal Identification Number (“PIN”) in ATMs of WECU, The CO-OP Network, STAR, 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:

- Make withdrawals of cash from savings or checking accounts;
- Make deposits to your savings and checking accounts at deposit-taking ATMs;
- Transfer funds between your savings and checking accounts; and
- Obtain balance information on your savings and checking accounts.

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 Fee Schedule. 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. You may transfer between your savings or checking accounts up to the available balance in your accounts at the time of the transfer at available locations.

You may not use the 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 debit card or account for any illegal or unlawful transaction. Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. 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 funds.

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

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

Authorized Users. You may authorize secondary users to make account transactions with your debit card. You are fully responsible for any transactions that authorized user initiates. You agree the authority of the authorized user shall continue until you revoke it in writing, and we have had an opportunity to act upon it.

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.

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 to 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 and make account transactions on any deposit or loan accounts of any account owner.

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

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

Non-Visa 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.

2. Telephone Banking (Audio Response) Access. Telephone Banking (Audio Response) Access. Once we have approved access to your accounts through the Telephone Banking service, you will choose an access code. You must use your access code along with your social security 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)

- 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 your accounts.

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.

3. **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.
4. **Preauthorized EFTs and Direct Deposit.** Preauthorized EFTs may be made into or from your Credit Union account(s). These may include preauthorized EFTs made to your account from a third party (such as Social Security or your employer) or from your account to a third party (such as a mortgage company or insurance premium payment), excluding bill-payment transactions. If EFTs are made into or from your account(s), those payments may be affected by a change in your account status or if you transfer your account. Upon the instruction of (i) your employer, (ii) the U.S. Treasury Department, or (iii) other financial institutions, WECU will accept direct deposits of your paycheck or federal recurring payments, such as Social Security.
5. **Online & Mobile Banking Service Terms**
 - a. **Online Banking Services.** Upon your enrollment for Online Banking service to your accounts, you must use your username and password 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. If the account access to any online 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. 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 via Bill Pay made payable to 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 Secure 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.

b. Mobile Banking Services. 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.

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 username and password 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.

Mobile Banking Use of Services. You accept responsibility for ensuring you understand how to properly use mobile banking by engaging in its use. 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.

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

- Transfer funds between your savings, checking, and loan and/or credit card accounts.
- Transfer funds to accounts of other members
- 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.
- Utilize a card alert and payment monitoring system to detect and prevent fraudulent transactions
- Make a deposit.
- Make person-to-person payments.
- Aggregate account information.

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.

FICO Score Disclosure. You agree and authorize WECU to provide you with your FICO Scores based on Experian information disclosed through your online account. You understand that only the Primary Owner’s FICO Score will be shown, and any joint owner of this account is authorized as your representative to view your FICO Score. You further understand that if you choose in the future to discontinue receiving your FICO Score, you can opt out at any time by indicating this preference through your online account.

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. You agree to be solely responsible for all such fees, limitations, and restrictions and you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us.

Mobile Banking Software License. You are hereby granted a personal, limited, nontransferable, non-exclusive, 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, its territories, and in Canada. 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.

c. Conditions of Online & Mobile Banking Services. The use of your accounts is subject to the following conditions:

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.

Security of your Username and Password. The username and password you select is for your security purposes. The username and password are confidential and should not be disclosed to third parties. You are responsible for safekeeping your username and password. If you authorize anyone to have or use your username and password, 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 username and password and you agree that the use of your username and password will have the same effect as your signature authorizing transactions. You agree not to disclose or otherwise make your username and password available to anyone not authorized to sign on your accounts. If you authorize anyone to use your username and password that authority shall continue until you specifically revoke such authority by notifying the Credit Union. If you fail to maintain the security of your username and password and the Credit Union suffers a loss, we may terminate your account services immediately. You understand that all account owners have chosen a username and password. If you authorize or permit anyone else to have or use your username and password, 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.

Access Authorizations & Account Controls. You have the option to establish controls and limitations on the authorized access to your account and the transaction functions 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 ("Secondary Users") with specific account transaction authorities and limitations and you are solely responsible for such Secondary Users authorizations, the implementation and enforcement of your internal account authorization policies and the actions of your designated Secondary Users.

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.

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.

User Conduct. You agree not to use Online Banking or 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.

d. Online Banking and 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.

6. Bill Pay Service Terms

a. Bill Pay Services. The bill payment service (the "Bill Pay Service" or "the Service") enables you to receive, view, and pay bills from the Site. 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. 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.

Definitions.

- "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- "Billing Account" is the checking account from which all Bill Pay Service fees will be automatically debited.
- "Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Bill Pay Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Bill Pay Service, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.
- "Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- "Payment Instruction" is the information provided for a payment to be made under the Bill Pay Service, and includes the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- "Scheduled Payment" is a payment that has been scheduled through the Bill Pay Service but has not begun processing.
- "Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Bill Pay Service is offered when you are scheduling the payment. Therefore, the Bill Pay Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

Payment Authorization and Payment Remittance. By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Eligible Transaction Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Bill Pay Service will attempt to make all your payments properly. However, the Bill Pay Service shall incur no liability and any Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Bill Pay Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
- You have not provided the Bill Pay Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Bill Pay Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Stop Payment Requests. The Bill Pay Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Bill Pay Service in the manner set forth in Section I.17 – Billing Errors. Although the Bill Pay Service will attempt to accommodate your request, the Bill Pay Service will have no liability for failing to do so. The Bill Pay Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Exception Payment Requests. Exception Payments may be scheduled through the Bill Pay Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event

shall the Bill Pay Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section IV.3 of the Bill Payment Terms) does not apply to Exception Payments.

- b. Bill Delivery and Presentment.** The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Pay Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Bill Pay Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Bill Pay Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses that are held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole

responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you. This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- c. Payment Guarantee.** Due to circumstances beyond the control of the Bill Pay Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Bill Pay Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section Payment Scheduling above.
- d. Bill Pay Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Pay Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bill Pay Service or Site. Any applicable fees will be charged regardless of whether the Bill Pay Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Pay Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section - Failed Or Returned Payment Instructions applies if you do not pay our fees and charges for the Bill Pay Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.
- e. Conditions & Limitations on Bill Payments.** The Bill Pay Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Pay Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section - Prohibited Payments or an Exception Payment under these terms

Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit. Service Provider is authorized to report the facts concerning the return to any credit reporting agency

Returned Payments. In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Bill Pay Service

Prohibited Payments. The following types of payments are prohibited through the Service. We have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- Payments to or from persons or entities located in areas we prohibit (including any area outside of the United States);
- Payments that violate any law, statute, ordinance or regulation;
- Payments that violate the Acceptable Use terms below;
- Payments for goods or services that are illegal or otherwise not permitted by law, or goods or services that violate the rights of any other person;
- Payments related to gambling or gaming; and
- Tax payments and court ordered payments.

We may prohibit other payments on a case-by-case basis for risk control purposes. Except as provided by applicable law, neither we nor our Service Providers shall be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

Service Termination, Cancellation or Suspension. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

f. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section Member Liability below of any violations of the Agreement generally.

g. Financial Information & Notices. You agree that the Bill Pay Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

Mobile Subscriber Information. You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

Device Data. We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third-party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section I.8 - Member Liability above. See also Section Billing Errors above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

h. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

7. Account to Account External Transfers Service Terms

a. 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.

Service Eligibility. You must have a valid 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 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.

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: health savings accounts or retirement 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.

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 two debits and two credits of low value will accrue on 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.

b. Transfer Limitations & Requirements.

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.

Transfer Limits. 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 (not to exceed \$5,000 per day or \$10,000 per 30 days). 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

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 charged to you for failed transactions.

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.

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.

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 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.

- 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 username and password, 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 username and password 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. For all EFT transactions except electronic check transactions, if you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had informed us, you could lose as much as \$500. Your liability for unauthorized line-of-credit transactions through an EFT service is \$50. Additionally, if your statement shows EFT transfers you did not authorize, including those made by debit card, username and password, or other means, inform us at once. If you do not inform us within sixty (60) days after the statement was mailed or made available to you, you may be liable for up to the full amount of the loss if we can prove we could have stopped

someone from making the transfers if you had informed us. If a legitimate reason (such as a hospital stay) kept you from informing us, we will extend these time periods. 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: WECU, PO Box 9750, Bellingham, WA 98227-9750

9. **Business Days.** Our business days are Monday through Friday excluding federal holidays.
10. **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.
11. **Transaction Documentation.**
 - a. **Confirmation Numbers.** Upon completion of a transaction using Mobile Deposit, Account to Account transfer, Bill Pay, or Person to Person transfer, 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.
12. **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. However, we may disclose information to third parties about your account or the transfers you make:
 - As necessary to complete transactions;
 - 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;
 - To comply with government agency or court orders;
 - If you give us your express permission.
13. **Credit Union Liability for Failure to Make Transfers.** The Credit Union is responsible only for exercising ordinary care in making payments 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:
 - 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.
 - If you used the wrong username and password, or you used a username and password or card in an incorrect manner.
 - If circumstances beyond our control (such as telecommunication, fire, flood or power failure) prevent the transaction.
 - If the money in your account is subject to legal process or other claim.
 - If your account is frozen because of a delinquent loan.
 - If the error was caused by a system or network, Internet service provider or bill payment processor, or any other participating network.
 - If there are other exceptions as established by the Credit Union.

- If your computer fails or malfunctions or the Online Banking or Telephone Banking were not properly working and such problems should have been apparent when you attempted such transaction.
- If you have not given the Credit Union complete, correct, and current instructions so the Credit Union can process a transfer or bill payment.

14. 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.

15. 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:

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

16. 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.

17. Billing Errors. For consumer accounts, in case of errors or questions about your electronic transfers, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

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

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

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question, (ninety (90) calendar days for POS transaction errors, new account transaction errors, or errors involving transaction initiated outside the United States). If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for VISA debit card purchase transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within three (3) business days after completing our investigation.

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

18. **Amendments.** The Credit Union reserves the right to change the terms and conditions upon which this service is offered. The Credit Union will notify you, by mail 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.
19. **Termination of Services.** You agree that we may terminate this Agreement and the Remote Deposit services, if you, or any authorized user breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or Password. In addition, we reserve the right to terminate the service if you fail to use the service for more than one year. 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.
20. **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.

V. Remote/Mobile Deposit Service

1. **Remote Deposit Services Terms.** The following terms govern and apply to the Remote/Mobile Deposit Services. The Credit Union may supply you with additional online manuals, requirements, procedures, or specifications (collectively "Documentation") for use of the Remote Deposit service. The Remote Deposit service is subject to the following terms and conditions and to the Documentation, instructions, rules and terms provided to you within the service and incorporated by reference herein.
 - a. **Access to Remote Deposit Services.** You may use the Remote Deposit service through the remote deposit capture functions which are accessed through the Mobile Banking software. You shall maintain the confidentiality and security of any passwords, security information, or devices used to access the Remote Deposit service.
 - b. **Security of Access Code (Password).** The access code is your Password you select for your security. Your Password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Password. You agree not to disclose or otherwise make your Password available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password you understand that person may use the Remote Deposit service to access and initiate deposit transactions. Therefore, we are entitled to act on transaction instructions received using your Password and you agree that the use of your Password will have the same effect as your signature authorizing transactions. If you authorize anyone to use your Password in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Credit Union and changing your Password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your Password is changed. If you fail to change your Password or maintain the security of your Password and the Credit Union suffers a loss, we may terminate your electronic services immediately.
 - c. **Operation of Service.**

Remote Deposit Capture Process. If we approve the Remote Deposit Capture service when available, for you, you must use your Password with your Login to access your accounts. You may photograph an image of checks with your mobile device creating an electronic image and you may transmit the electronic image that the Credit Union will deposit to your account. The Credit Union may, in its discretion, convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which checks are cleared or presented for payment shall be determined by Credit Union, in its sole discretion. We reserve the right to select the clearing agents through which we clear checks.

Funds Availability. Checks deposited via mobile deposit will be made available no later than the end of the business day following the day you make the deposit, unless it is determined that an extended hold needs to be placed or if the item cannot be accepted for deposit as presented. You will be notified if this occurs. You agree that the imaging and transmitting of checks alone does not constitute receipt by Credit Union. Also, acknowledgment of receipt or delivery does not constitute an acknowledgment by Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through the Remote Deposit capture service are not received by the Credit Union until we have acknowledged receipt and provided credit to your account.

Deposit Limitations. We reserve the right to establish deposit amount limits from time to time and impose limits on the number of deposits you make using the Services based upon reasonable underwriting criteria.

Deposit Acceptance. You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Remote Deposit capture service. In the event that the Service is interrupted or are otherwise unavailable, you may deposit checks in-person at a Credit Union branch or via night drop or mail or other contractually acceptable method.

Member Account. You must designate a Credit Union savings or checking as the settlement account to be used for the purposes of settling, transactions requested in connection with the Service. We will provide you with details of each specific transaction. You will be responsible for reviewing and balancing of any settlement account.

Responsibility for Imaging. You are solely responsible for imaging deposit items, accessing the service from the Credit Union and for maintaining your imaging equipment or mobile device. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.

Responsibility for Check Endorsements. For all mobile check deposits, you must endorse the original paper check with your name and providing: "WECU MOBILE DEPOSIT ONLY". If you fail to provide this endorsement, we may refuse the deposit and return it to you and you agree to indemnify the Credit Union from any liability or loss to the Credit Union arising from the payment of the original paper check without such required endorsement.

Deposit Requirements. You agree that you will only use the Service to deposit checks drawn on financial institutions within the United States, excluding its territories. You agree that each check you deposit through the Service will meet the image quality standards that we specify in online instructions or in this Agreement. We reserve the right to modify the deposit amount limits from time to time and impose limits on the number of deposits you make using the Service.

Check Retention & Destruction. You agree that all checks belong to you and not to the Credit Union and that those items shall be handled in accordance with this Agreement and your Membership and Account Agreement. After our receipt of a deposit transmission we will acknowledge by electronic means our receipt of such transmission. Your electronic transmission is subject to proof and verification. You will retain the original of all imaged checks that have been deposited via Remote Deposit capture for a reasonable period of time (not less than 30 days) in order to verify settlement and credit or to balance periodic statements, but in no case beyond forty-five (45) days from the date processed. It is your responsibility to properly destroy and dispose of such original checks after such time. During the period that you maintain any original checks, you understand and agree that you must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks (including by employees) for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the Service), and (ii) unauthorized use of information derived from the original checks. When you dispose of any original checks, you understand and agree that you must use a high degree of care when selecting and implementing disposal procedures to ensure that the original checks are not accessed by unauthorized persons during the disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed.

Deposit Prohibitions. You agree not to deposit, or attempt to deposit, or allow others, either directly or indirectly, to deposit, or attempt to deposit, by any means: (i) any substitute check, the original of which has already been presented for deposit via the Service, (ii) any image of a check that has already been deposited either as an original or as a substitute check, (iii) any original check, the substitute check of which has already been presented for deposit via Remote Deposit capture; (iv) any check made payable (individually or jointly) to someone who is not an owner on your account; (v) any post-dated or stale-dated check; (vi) travelers checks, or gift checks; (vii) state warrants or other instruments that are not checks. In the event that you, or any third party, makes, or attempts to make, a deposit in violation of this Subsection you agree to defend, indemnify, and hold Credit Union and its agents harmless from and against all liability, damage and loss arising out of any claims, suits, or demands brought by third parties with respect to any such substitute check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by Credit Union from any other deposit accounts with Credit Union in its sole discretion. You further acknowledge that you and not the Credit Union is responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

d. Your Representations and Warranties. You represent and warrant:

- that you will comply with all federal and state laws, and rules and regulations applicable to deposit and check transactions
- that all checks deposited through the Service are made payable to you;
- that all signatures on each check are authentic and authorized; and
- that each check has not been altered.

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

e. Fees and Charges. The fees and charges for the Remote Deposit services are set forth on the Credit Union Fee Schedule, which is incorporated herein.

f. Credit Union's Obligations.

Financial Data. The Credit Union agrees to transmit all the financial data under its control required to utilize the service selected by you and to act on appropriate instructions received from you in connection with such service. The Credit Union shall exercise due care in seeking both to preserve the confidentiality of the user number, password, test key, or other code or identifier and to prevent the use of the service by unauthorized persons (and in this connection it is understood and agreed that implementation by the Credit Union of its normal procedures for maintaining the confidentiality of information relating to its members, and where practicable the obtaining by the Credit Union from any third parties engaged in the installation, maintenance and operation of the system of similar undertakings, shall constitute fulfillment of its obligation to exercise due care) but shall not otherwise be under any liability or have any responsibility of any kind for any loss incurred or damage suffered by you by reason or in consequence of any unauthorized person gaining access to or otherwise making use of the service. You assume full responsibility for the consequences of any misuse or unauthorized use of or access to the Service.

Service Availability. You understand that Service availability is at all times conditioned upon the corresponding operation and availability of the communication systems used in communicating your instructions and requests to the Credit Union. We will not be liable or have any responsibility of any kind for any loss or damage thereby incurred by you in the event of any failure or interruption of such communication systems or services resulting from the act or omission of any third party, or from any other cause not reasonably within the control of the Credit Union.

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

Account Information. We will provide you with daily transaction history via the Internet and the Online Branch service detailing items processed, return items, and deposit adjustments.

Retention of Check Images. Credit Union will retain any images of deposited items for seven (7) years.

Disclaimer of Warranties. MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS

AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

g. Credit Union's Liabilities.

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

Your Duty to Report Errors. You will notify Credit Union of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve Credit Union of any liability for such error, omission, or discrepancy.

Credit Union's Performance. You acknowledge and agree that Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by Credit Union in performing the Service, in accordance with or unintentional deviation from the terms and conditions of this Agreement. You acknowledge that Credit Union's systems and procedures established for providing the Service are commercially reasonable.

Limitation of Liability. Credit Union shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in this Agreement, and we shall have no liability for not effecting a transaction, if:

- We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving a transaction is in question;
- We suspect a breach of the security procedures;
- We suspect that your account has been used for illegal or fraudulent purposes; or
- We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

Credit Union will not be liable if Member fails to report timely any error or discrepancy reflected in an account statement prepared by Credit Union, or if Member fails to report a breach of a security procedure. If Credit Union fails to perform under this Agreement in accordance with the standards set herein, Credit Union's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

VI. 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 affected.
- 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.

VII. TERMS OF SERVICE FOR ZELLE USE

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Whatcom Educational Credit Union. in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). In this Agreement, the words "you" and "yours" mean those who submit an online enrollment or authorization form for the Zelle Payment Services. In this Agreement the words "we" and "us" and "our" and "ours" and "Credit Union" mean Whatcom Educational Credit Union. The word "account(s)" means any one or more savings, checking and deposit accounts you have with

the Credit Union. The Agreement consists of these General Terms for each Service (referred to as “General Terms”), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered. By submitting an authorization form or online enrollment, you agree to the following terms and conditions governing your and our rights and responsibilities concerning the Service. In addition, the Membership and Account Agreement and Electronic Services Agreement and disclosures will apply to the electronic funds transfers related to the Service.

TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a “Definitions” Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service’s more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

WECU
PO Box 9750
Bellingham WA 98227-9750

We may also be reached at 360-676-1168, toll free: 800-525-8703, TTY: 800-833-6388 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to

exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a joint owner, co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement. Also, you represent that you have the authority to authorize debits and credits to the enrolled account. Other than with respect to the Zelle Small Business Services (to the extent made available by us), (i) you agree that you will not use the Service to send or receive Payments in connection with any business or commercial transaction or purposes, and (ii) we reserve the right to suspend or terminate your use of the Service if we believe that you are using the Payment Service for business or commercial purposes or for any unlawful purpose.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period. For errors, questions or complaints, see Section 22 of this Agreement below.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse us or our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your

Eligible Transaction Account to allow the debit processing to be completed;

b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

c. We and our Service Provider are authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. For errors involving new Eligible Transaction Accounts, we may take up to ninety (90) days to investigate your complaint or question and up to twenty (20) Business Days to provisionally credit your Eligible Transaction Account. If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the

General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. TO THE EXTENT THAT THE TERMS OF THIS AGREEMENT CONFLICT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH STATE OR FEDERAL LAW SHALL REPLACE SUCH CONFLICTING TERMS ONLY TO THE EXTENT REQUIRED BY LAW. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. TO THE EXTENT ALLOWED BY APPLICABLE LAW, BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. “Affiliates” are companies related by common ownership or control.
- c. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. “Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds

to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller

and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient funds in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you.

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Bill Capture. The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 14 (Bill Capture) does not apply.

Bill Capture. Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including, without limitation, any late fees for payments sent to an improper Biller or improper account.

15. Bill Discovery. The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature ("Bill Discovery") enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

16. Payment Methods. In addition to the payment methods set forth in Section 15 (Payment Methods and Amounts) in the General Terms, certain Service payments may be processed using a prepaid, single-use virtual card. Single-use cards provide a fast and secure way for your payment to be delivered. Please note in the event your payment is processed using a virtual card, you will not recognize the payment method and/or card numbers on any payment confirmation communication you may receive from your Biller.

17. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

“Exception Payments” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

“Payment Instruction” is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

“Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

ZELLE® AND OTHER PAYMENT SERVICES ADDITIONAL TERMS

1 Description of Services.

- a. We have partnered with the Zelle Network® (“Zelle”) to enable a convenient way to transfer money between you and other Users using aliases, such as email addresses or mobile phone numbers (“Zelle® Payment Service,” as further described below). Zelle® provides no deposit account or other financial services. Zelle® neither transfers nor moves money. You may not establish a financial account with Zelle® of any kind. All money will be transmitted by a Network Financial Institution. THE ZELLE® PAYMENT SERVICE IS INTENDED TO SEND MONEY TO FRIENDS, FAMILY AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE ZELLE® PAYMENT SERVICE OR OTHER PAYMENT SERVICES TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. The term “Zelle® and Other Payment Terms” means these Zelle® and Other Payment Services Additional Terms.
- b. In addition to the Zelle® Payment Service, we provide other payment services under these Terms of Service. First, these additional services allow you to send money to people if you provide the Eligible Transaction Account information and other contact information for the Receiver; such transactions are not sent via Zelle®. Second, outside Zelle®, we allow you to establish a one-time payment for a payment recipient for which processing shall be initiated at a later specified date up to one (1) year. Third, outside Zelle®, we enable you to establish a recurring series of payments to a payment recipient for which processing shall be initiated on dates you specify. These three payment services and any other payment services that we provide under these Zelle® and Other Payment Terms are referred to as “Other Payment Services” in these Zelle® and Other Payment Terms. Although future-dated payments and recurring payments are outside Zelle®, we may ultimately send those transactions via Zelle® when the applicable date of payment arrives, in which case the applicable payment transaction is part of the Zelle® Payment Service, not the Other Payment Services. The term “Zelle® and Other Payment Services” means the Zelle® Payment Service and the Other Payment Services.
- c. The Zelle® and Other Payment Services enable you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through other locations besides our Site, such as the Zelle® mobile handset application (“Zelle® Standalone Locations”) and if you choose to initiate or receive a payment at a Zelle® Standalone Location you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the “terms of use” for the Zelle® Standalone Locations and applicable laws and regulations, in each case as in effect from time to time. Subject to the terms of this Agreement, the Zelle® and Other Payment Services are generally available 24 hours, seven days a week with the exception of outages for maintenance and circumstances beyond our or Zelle®’s control. Live customer service generally will be available Monday through Friday, excluding US financial institution holidays.
- d. The Zelle® Payment Service allows for the delivery of payments to Receivers who are also enrolled in the Zelle® Payment Service through a Payment Network designed to deliver payments on the same day and potentially within minutes, although actual speed will vary, as described below. The Zelle® and Other Payment Services are not instantaneous. Payment delivery speed may vary based upon the fraud, risk and other funds availability policy of each financial institution and Payment Network availability. We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks that may be involved in the transmission of a payment. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Zelle® and Other Payments unless the applicable transaction is transmitted through the ACH network.

We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications.

2 Payment Authorization and Payment Remittance.

- a. Section 12 of the General Terms does not apply to the Zelle® Payment Service. When you enroll to use the Zelle® Payment Service or when you permit others to whom you have delegated to act on your behalf to use or access the Zelle® Payment Service, you agree to the terms and conditions of this Agreement. You represent that you have the authority to authorize debits and credits to the enrolled bank account. In addition to the restrictions set forth in Section 13 of the General Terms, you agree that you will not use the Zelle® and Other Payment Services to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law, and you agree that you will not use the Zelle® and Other Payment Services to request money from anyone for any such payments. You agree that you will not authorize a third party to use the Zelle® Payment Service or share your credentials with a third party to use the Zelle® Payment Service on your behalf except in legally authorized situations such as legal guardianship or pursuant to a power of attorney.
- b. This Section 2(b) does not apply to the Zelle® Small Business Service (to the extent made available by us). The Zelle® and Other Payment Services are intended for personal, not business or commercial use. You agree that you will not use the Zelle® and Other Payment Services to send or receive payments in connection with your business or commercial enterprise. We reserve the right to decline your enrollment if we believe that you are enrolling to use the Zelle® and Other Payment Services with your business account or to receive business or commercial payments. We further reserve the right to suspend or terminate your use of the Zelle® Payment Service if we believe that you are using the Zelle® Payment Service for business or commercial purposes, or for any unlawful purpose.
- c. You must provide us with an email address that you regularly use and intend to use regularly (i.e., no disposable email addresses) and a permanent mobile phone number that you intend to use for an extended period of time (i.e., no "burner" numbers). You may not enroll in the Service with a landline phone number, Google Voice number, or Voice over Internet Protocol. Once enrolled, you may: (i) authorize a debit of your account to send money to another User either at your initiation or at the request of that User; and (ii) receive money from another User either at that User's initiation or at your request, subject to the conditions of the Section below titled "Requesting Payments." If at any time while you are enrolled, you do not send or receive money using the Zelle® Payment Service for a period of 18 consecutive months, then you understand that we may cancel your enrollment and you will not be able to send or receive money with the Zelle® Payment Service until you enroll again. Once enrolled, a Z logo will appear on your profile picture for each U.S. mobile number and/or email address that you have enrolled with Zelle®. The Z logo will be displayed to other Users to aid them in determining which of your U.S. mobile numbers or email addresses should be used to send money with Zelle®. If a User sends you money using a different U.S. mobile number or email address that they may have for you (one that is not already enrolled), you will receive a message with instructions on how to enroll with Zelle®.
- d. When you enroll with Zelle®, you may establish one or more profiles. Each profile may be linked to only one bank account or debit card, but you may enroll multiple email addresses or mobile phone numbers in each profile. Once you have enrolled an email address or a mobile phone number with a profile, you may not use that same email address or phone number with any other profile. By providing us with names and mobile telephone numbers and/or email addresses of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Zelle® Payment Service. By providing us with names, bank account information and other contact information for Receivers to whom you wish to direct a payment via the Other Payment Service, you authorize us to follow the Payment Instructions that we receive via the Other Payment Services. Once enrolled, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
- e. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. 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 Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

- f. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
- g. We will use reasonable efforts to complete all your Payment Instructions 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:
 - 1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
 - 2. The Zelle® and Other Payment Services are not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
 - 3. The payment is refused as described in Section 6 of the Zelle® and Other Payment Terms below;
 - 4. 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 Receiver to whom you are initiating a Payment Instruction; and/or,
 - 5. 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 Instruction.
- h. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Zelle® and Other Payment Services (including, but not limited to, the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

3 Sending Payments.

- a. You may send money to another User at your initiation or in response to that User's request for money. You understand that use of the Zelle® and Other Payment Services by you shall at all times be subject to (i) this Agreement, and (ii) your express authorization at the time of the transaction for us or another Network Financial Institution to initiate a debit entry to your bank account. You understand that when you send the payment, you will have no ability to stop it. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment if the Receiver has not enrolled in Zelle®. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver not enrolling in Zelle®. For the Zelle® Payment Service, you may only cancel a payment if the person to whom you sent the money has not yet enrolled in the Zelle® Payment Service. As to the Zelle® Payment Service, if the person you sent money to has already enrolled with Zelle®, either in the Zelle® Standalone Locations or with a Network Financial Institution, then the money is sent directly to their bank account (except as otherwise provided below) and may not be canceled or revoked. Cancellation is addressed more generally in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below. You may initiate a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately via Zelle®. Via the Other Payment Services, you may also initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (b) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site.
- b. Payment Instructions initiated to Receivers require you to provide contact information about the Receiver (including an email address and/or mobile telephone number). If the Receiver does not bank at a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver and request that the Receiver (i) provide information so that the identity of the Receiver may be validated at a Zelle® Standalone Location and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with a Network Financial Institution and has not yet enrolled in Zelle®, then the Zelle® Payment Service will contact the Receiver regarding enrollment in Zelle® and receipt of payment. If the Receiver has already enrolled in Zelle®, then the Receiver will receive a message regarding your payment.
- c. Via the Other Payment Services, we also support the sending of money to Receivers if you provide the Eligible Transaction Account information for the Receiver and other contact information for the Receiver; such transactions are not sent via Zelle®. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further

acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

- d. In most cases, when you are sending money to another User using the Zelle® Payment Service, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. If you are sending money to someone who has not enrolled as a User with Zelle®, either via a Zelle® Standalone Location or a Network Financial Institution, they will receive a text or email notification instructing them on how to enroll to receive the money. You understand and acknowledge that a person to whom you are sending money and who is not enrolling as a User may fail to enroll with Zelle®, or otherwise ignore the payment notification, and the transfer may not occur. The money may also be delayed or the transfer may be blocked to prevent fraud or comply with regulatory requirements. If we delay or block a payment that you have initiated, we will notify you in accordance with your User preferences (i.e., email, push notification). We have no control over the actions of other Users, other Network Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended User.
- e. For the Other Payment Services and those Zelle® Payment Service payments where the Site indicates payment will require more than a Business Day, you understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day after you initiated the Payment Instruction. As part of the Other Payment Services, if you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, you and the Receiver should not expect the payment funds to be transferred into the Receiver's Eligible Transaction Account any earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not enrolled in Zelle®. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.
- f. As to Recipients who have not yet enrolled with Zelle®, you acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or fourteen (14) days have elapsed. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

4 Receiving Payments.

- a. All transfers of money to you shall be performed by a Network Financial Institution per the direction of that Network Financial Institution customer and at all times subject to the terms and conditions of the relevant service agreement between that Network Financial Institution and its customer, including without limitation any restrictions or prohibitions on permissible transactions. Once a User initiates a transfer of money to your email address, mobile phone number, or Zelle® tag enrolled with the Zelle® Payment Service, you have no ability to stop the transfer. Other Payment Service payments may be cancelled by the Sender as set forth in Section 6 (Payment Cancellation, Stop Payment Requests and Refused Payments) below. By using the Zelle® Payment Service, you agree and authorize us to initiate credit entries to the bank account you have enrolled. If another person wants to initiate a Payment Instruction (including in response to a Zelle® Payment Request, if applicable) using the Zelle® Payment Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Zelle® Payment Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial institution that participates in the Zelle® Payment Service or at a Zelle® Standalone Location. If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Agreement and the procedures of the business or government agency that is sending you the payment.
- b. For the Zelle® Payment Service, most transfers of money to you from other Users will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, Zelle® and the other Network Financial Institutions, we may need or Zelle® may need additional time to verify your identity or

the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations. If we delay or block a payment that you have initiated through a request for money, we will notify you in accordance with your User preferences (i.e., email, push notification). You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction 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, such as if we have questions regarding possible fraud in connection with the payment. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may receive Zelle® Payment Requests, from others through the Zelle® Payment Service.

- c. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you.

5 Requesting Payments. You may request money from another User through a Zelle® Payment Request. You understand and acknowledge that Users to whom you send payment requests may reject or ignore your request. Neither we nor Zelle® guarantee that you will receive money from other Users by sending a Zelle® Payment Request, or that you will receive the amount that you request. Neither we nor Zelle® accept responsibility if the other User rejects or ignores your request, or sends you an amount that is less than you request. If a User ignores your request, we may decide or Zelle® may decide, in our sole discretion, that we will not send a reminder or repeat request to that User.

In addition to the other restrictions in this Agreement, by accepting this Agreement, you agree that you are not engaging in the business of debt collection by attempting to use the Zelle® Payment Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order. You agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of any Zelle® Payment Request that you send that is related to overdue or delinquent amounts. You agree to receive Zelle® Payment Requests from other Users, and to only send Zelle® Payment Requests for legitimate and lawful purposes. Zelle® Payment Requests are solely between the Requestor and recipient and are not reviewed or verified by us or by Zelle®. Neither we nor Zelle® assume responsibility for the accuracy or legality of such requests and do not act as a debt collector on your behalf or on behalf of the Requestor. We reserve the right, but assume no obligation, to terminate your ability to send Zelle® Payment Requests in general, or to specific recipients, if we deem such Zelle® Payment Requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

If applicable, if you as a Requestor initiate a Zelle® Payment Request using the Zelle® Payment Service, you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Zelle® Payment Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Zelle® Payment Request may not receive, or otherwise may reject or ignore, your Zelle® Payment Request. We do not guarantee that you will receive any payments from individuals by initiating a Zelle® Payment Request.

Zelle® Small Business Service Users may not send Zelle® Payment Requests to Users enrolled with Zelle® through Zelle® Standalone Locations.

6 Payment Cancellation, Stop Payment Requests and Refused Payments. This Section only applies to the Other Payment Services and those Zelle® Payment Services transactions that can be cancelled in the limited circumstances set forth in Section 3(a) (Sending Payments) above. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver who has not enrolled in Zelle® will be automatically cancelled fourteen (14) days after the processing of the payment begins.

We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

7 Consent to Emails and Automated Text Messages. Section 8 (Text Messages, Calls and/or Emails to You) of the General Terms does not apply to Zelle® Payment Services. By participating as a User, you represent that you are the owner of the email address, mobile phone number, Zelle® tag and/or other alias you enrolled, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number, Zelle® tag and/or other alias to send or receive money as described in these Zelle® and Other Payment Terms. You consent to the receipt of emails or text messages from us, from Zelle®, from other Users that are sending you money or requesting money from you, and from other Network Financial Institutions or their agents regarding the Zelle® and Other Payment Services or related transfers between Network Financial Institutions and you. You agree that we may, Zelle® may or either of our agents may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees, as message and data rates may apply.
- b. You will immediately notify us if any email address or mobile number you have enrolled is (i) surrendered by you, or (ii) changed by you.
- c. In the case of any messages that you may send through either us or Zelle® or that we may send or Zelle® may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send or that Zelle® sends on your behalf may include your name.
- d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us or Zelle®, including messages that you may send through us or through Zelle® or that we may send or Zelle® may send on your behalf.
- e. To cancel text messaging from us, send STOP to 767666. For help or information regarding text messaging, send HELP to 767666 or contact our customer service at 360-676-1168, toll free: 800-525-8703, TTY: 800-833-6388. You expressly consent to receipt of a text message to confirm your "STOP" request.
- f. Supported Carriers: AT&T, Sprint, T-Mobile, Verizon and others.
- g. Your phone service provider is not the provider of the Zelle® and Other Payment Services. Users of the Zelle® Payment Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

8 Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Zelle® and Other Payment Services. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Zelle® and Other Payment Services or Site. Additional fees may apply for small business Users enrolled in the Zelle® Small Business Service. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Zelle® Payment Requests, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Zelle® and Other Payment Services, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

9 Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

10 Returned Payments. In using the Zelle® and Other Payment Services, you understand that Receivers may reject Payment Instructions or otherwise return payments only if the Receiver is not enrolled in Zelle®. We will use reasonable efforts to complete Payment Instructions initiated through the Zelle® Payment Service.

11 Consent to Share Personal Information (Including Account Information). In addition to Section 20 (Information Authorization) of the General Terms, by accepting this Agreement, you consent to our disclosure of your personal information (including bank account information) as necessary to complete payment transactions in accordance with our customary processes and procedures, which may include, without limitation, the following:

- a. As necessary to resolve a problem related to a transfer or payment between you and another User;
- b. To verify the existence of your bank account, or debit card, as applicable;
- c. To comply with government agency or court orders;
- d. To our affiliates, as permitted by law;
- e. To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- f. To comply with inquiries in connection with fraud prevention or any investigation;
- g. For our general business purposes, including without limitation data analysis and audits; or
- h. As otherwise permitted by the terms of our Privacy Policy.

12 Wireless Operator Data. In addition to Section 20 (Information Authorization) of the General Terms, you acknowledge that we or Zelle® may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Zelle® Payment Service, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to us or our Service Providers solely to allow verification of your identity and to compare information you have provided to us or to Zelle® with your wireless operator account profile information for the duration of our business relationship. See Zelle®'s Privacy Policy at <https://www.zellepay.com/privacy-policy> for how it treats your data. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

13 Liability. Subject to our obligations under applicable laws and regulations, neither we nor Zelle® shall have liability to you for any transfers of money, including without limitation, (i) any failure, through no fault of us or Zelle® to complete a transaction in the correct amount, or (ii) any related losses or damages. Neither we nor Zelle® shall be liable for any typos or keystroke errors that you may make when using the Zelle® Payment Service. THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE® TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE® DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

14 Disclaimer of Warranties. Section 33 (Exclusions of Warranties) of the General Terms does not apply to Zelle® Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, ZELLE® MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE ZELLE® PAYMENT SERVICE. ZELLE® EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ZELLE® PAYMENT SERVICE DESCRIBED OR PROVIDED. ZELLE® DOES NOT WARRANT THAT THE ZELLE® PAYMENT SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE ZELLE® PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

15 Limitation of Liability. Section 34 (Limitation of Liability) of the General Terms does not apply to Zelle® Payment Services. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR NETWORK FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE ZELLE® PAYMENT SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (IV) ANY OTHER MATTER RELATING TO THE ZELLE® PAYMENT SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR ZELLE® HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ZELLE® PAYMENT SERVICE OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ZELLE® PAYMENT SERVICES.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF OURS, ZELLE®, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR THE NETWORK FINANCIAL INSTITUTIONS LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

16 Indemnification. Section 30 (Indemnification) of the General Terms does not apply to Zelle® Payment Services. You acknowledge and agree that you are personally responsible for your conduct while using the Zelle® Payment Service and except as otherwise provided in this Agreement, you agree to indemnify, defend and hold harmless Zelle®, its owners, directors, officers, agents and Network Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, errors or inability to use the Zelle® Payment Service, or any violation by you of the terms of this Agreement.

17 Use of Our Online Banking Site and/or Mobile App. You agree to access the Site in compliance with our terms and conditions that we make available elsewhere on the Site, which are incorporated into and made part of this Agreement by this reference.

18 Your Liability for Unauthorized Transfers. Section 16 (Your Liability for Unauthorized Transfers) of the General Terms shall not apply to the Zelle® Payment Service. Immediately following your discovery of an unauthorized Zelle® Payment Service Payment Instruction, you shall communicate with customer care in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. The best way to minimize your loss is to call us immediately. You will have no liability for unauthorized transactions if you notify us within sixty (60) days after your monthly financial institution statement which shows the unauthorized transaction has been sent to you. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

When you give someone your password or other means to access your account through which you access the Zelle® and Other Payment Services, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. Additionally, transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

Note: These liability rules only apply to Eligible Transaction Accounts used for personal, family and household purposes.

19 Content Standards; Zelle® Tags.

- a. Content Standards: You agree that you will not upload or provide content or otherwise post, transmit, distribute, or disseminate through the Zelle® Payment Service any material that: (1) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (2) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (3) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (4) contains corrupted data or any other harmful, disruptive, or destructive files; (5) advertises products or services competitive with Zelle®, as determined by Zelle® in its sole discretion; or (6) in Zelle®'s or our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Zelle® Payment Service, or which may expose us, Zelle® or our respective affiliates or customers to harm or liability of any nature.
- b. Although neither we nor Zelle® have any obligation to monitor any content, both we and Zelle® have absolute discretion to remove content at any time and for any reason without notice. We and Zelle® may also monitor such content to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be exposed to content that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any content, including any loss or damage to any of your content. We and Zelle® make no representation or warranty that content uploaded to a User profile accurately identifies a particular User of the Zelle® Payment Service.
- c. The Zelle® Payment Service may include functionality for you to add a unique alpha-numeric identifier to your registered User profile to be used in lieu of your phone number or email address when sending or receiving money, which will be your "Zelle® tag." You will be limited to one Zelle® tag per bank account, and each Zelle® tag must have one U.S. mobile phone number or email address associated with it. Your Zelle® tag must meet the Content Standards. You may not select a Zelle® tag that misleads or deceives other Users of the Zelle® Payment Service as to your identity, or otherwise. Although neither we nor Zelle® have any obligation to monitor User Zelle® tags, both we and Zelle® have absolute discretion to remove a User Zelle® tag at any time and for any reason without notice. We and Zelle® may require you to change your Zelle® tag in our sole discretion, and we may elect to make a Zelle® tag unavailable to you, without any liability to you. We and Zelle® may also monitor User Zelle® tags to detect and prevent fraudulent activity or violations of the terms and conditions. You understand that by using the Zelle® Payment Service, you may be

exposed to a Zelle® tag that is offensive, indecent, or objectionable. We and Zelle® are not responsible for, and assume no liability, for any User Zelle® tags, including any loss or damage caused thereby. We and Zelle® make no representation or warranty that a User Zelle® tag accurately identifies a particular User of the Zelle® Payment Service. We respect the intellectual property of others and require that users of the Zelle® Payment Service comply with relevant intellectual property laws, including copyright and trademark laws. We may, in appropriate circumstances and at our discretion, limit or terminate the use of our products or services for users who use or publish content on the Zelle® Payment Service that is subject to intellectual property rights claims.

20 Arbitration. You acknowledge and agree that for any claims or disputes you assert against Zelle® and Early Warning Services, LLC, Zelle® and Early Warning Services, LLC are entitled to enforce Section 28 (Arbitration) of the General Terms against you.

21 Definitions.

“Network Financial Institutions” means financial institutions that have partnered with Zelle®.

“Receiver” is a person or business entity that is sent a Payment Instruction through the Zelle® and Other Payment Services.

“Requestor” is a person that requests an individual to initiate a Payment Instruction through the Zelle® Payment Service.

“Sender” is a person or business entity that sends a Payment Instruction through the Zelle® and Other Payment Services.

“User” means you and others who are enrolled directly with Zelle® or enrolled with another financial institution that partners with Zelle®.

“Zelle® Payment Request” means functionality that allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Zelle® Payment Service.

“Zelle® Small Business Service” means functionality, to the extent made available by us, that enables a small business User to (i) send Zelle® Payment Requests through the Zelle® Payment Service, and (ii) send and receive Payment Instructions through the Zelle® and Other Payment Services. Users that access the Zelle® and Other Payment Services through a business account shall be classified as Zelle® Small Business Service Users. The Zelle® Small Business Service is included in the definition of “Zelle® Payment Service”.

Zelle® and the Zelle® related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

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 & Consumer 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.
- Mortgage Loan Statements. Mortgage statements reflecting your loan balance, payment information, transaction activity, loan account information for your mortgage 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.