Digital Banking Agreement

This Agreement is the contract which covers your and our rights and responsibilities concerning the services offered through Digital Banking (Online and Mobile), which includes Bill Pay, Account Transfers, Personal Financial Management, Mobile Deposit and other services we or our service providers may add from time to time (collectively “Electronic Services,” “Digital Banking,” or “Software”). In this Agreement, the words "you" and "yours" mean those who enroll or login to Digital Banking and any authorized users. In this Agreement the words "we" and "us" and "our," "ours," and “Credit Union” mean Peninsula Community Federal Credit Union. The word "account(s)" means any one or more savings, checking and loan accounts you have with the Credit Union. By using any Digital Banking service, you agree to the following terms governing your and our rights and responsibilities concerning the services provided to you.

The terms of this Agreement apply to both consumer and business members, except as specifically provided in this Agreement.

1. Business Accounts

a. *Business Administrators.* If Digital Banking configurations allow, a business administrator may create, edit, delete and maintain key services including the resetting of Usernames and Passwords. Administrators may use all accounts, modules and services. The Primary Administrator may add, edit or delete other business users, unlock and authorize new passwords for other business users. The Primary Administrator designates the level of access available to each individual user.

b. *Users.* A user is anyone who is granted access to the business member’s account via Digital Banking. Unless a user’s access to particular accounts or services is specifically restricted by an administrator, the user may have access to all of the business member’s accounts or services.

2. Digital Banking

Upon successful login, you may use a computer, tablet, or other device (“Device”) to access your accounts with Digital Banking . You must use your member username along with your security code (“Password”) and provide other authentication as required by the Credit Union. Digital Banking is generally accessible seven (7) days a week. This service may be unavailable during brief maintenance periods. To access this service you will need a Device and an up-to-date web browser (such as Google Chrome, Firefox, Safari, etc.) or our Mobile Banking application. You are responsible for the installation of the necessary applications, and the maintenance and operation of your device and the equipment you use to connect to the internet,. The Credit Union will not be responsible for any errors or failures involving any telephone service or your computer, browser, internet provider, etc.

a. *Digital Banking Transactions*. At the present time, Digital Banking services may be used to do the following:

- Transfer funds between your accounts, within and outside the Credit Union.
- Transfer funds to others at other institutions.
- Make loan payments from your Credit Union accounts.
- Obtain account balance and transaction history on your accounts.
- Obtain information on your loan account balance, transaction history, payment due dates, loan payoff amounts and finance charges.
- Review available copies of eStatements and tax information.
- Make bill payments from your checking account using the Bill Pay service.
- Manage cards, including turning cards on and off.
- Manage direct deposit, including remote deposit capture.
- Stop payment on checks and ACH transactions.
- Order new checks.
- Set up account alerts.
- Set up overdraft preferences.
- Enroll in a savings jar round up program.
- Request to skip a loan payment.
- Access information about your accounts at other institutions.
- Access credit information through Savvy Money.
- Connect to loan applications.

We reserve the right to modify the scope of the Digital Banking services at any time. Transactions involving your deposit accounts will be subject to the terms of your Membership and Account Agreement. Transactions involving your loan accounts will be subject to your applicable Loan Agreement and Disclosures.

b. *Digital Banking Service Limitations & Requirements*. The following limitations and requirements on Digital Banking transactions may apply:

i. <u>Transaction Authorization</u>. You authorize us to debit your account for any transactions processed through Digital Banking or other Electronic Service, and for any fees incurred. You authorize us to initiate any reversing entry or reversing file, and to debit your accounts at the Credit Union or elsewhere, in order to correct any erroneous transaction. You agree to cooperate with any action to reverse a transaction that was made in error and to offset any benefit you receive against any loss we suffer.

ii. Transfers. You may make transfers between accounts of yours as often as you like. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this Agreement or other agreements. The Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction and you will be notified of those limits.

iii. Account Information. The account balance and transaction history may be limited to recent account information. Availability of funds for transfer or withdrawal may be limited due to the processing time required for ATM deposit transactions and mobile deposits, according to our Funds Availability Policy. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance upon the information presented in Digital Banking. If you need current account information you agree to contact us directly.

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

v. Proprietary Rights. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Digital Banking technology, including, but not limited to, any Software or other mobile applications associated with the Digital Banking service.

vi. Additional Service Limitations. Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Digital Banking. These difficulties may result in loss of data, personalization settings or other service interruptions. 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 use of Digital Banking. Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Device or network which you utilize to access Digital Banking. You agree to exercise caution when utilizing Digital Banking and to use good judgment and discretion when obtaining or transmitting information.

3. Bill Pay Services

When you set up the bill payment service (“Bill Pay”) you must designate the account from which payments that you authorize will be deducted. You will be given the ability to set up merchants, institutions or individuals that you would like to pay. You are not permitted to designate governmental agencies or courts. All payees must be in the United States. We reserve the right to not allow the designation of a particular merchant or institution.

a. *Bill Pay Transactions.*

You authorize us to process Bill Pay transactions from your account. You or any persons who you have authorized to use your Bill Pay service or Password can perform the following Bill Pay transactions:

- *Make Bill Payments*. Pay any designated merchant, institution or individual in accordance with this agreement, a fixed recurring amount or a variable amount from your designated checking account.
- *Obtain Information*. Obtain information (payee information, payment status information, etc.) about your bill payment account status.
- *Bill Pay Payment Transactions.* You authorize us to process bill payments from your designated account. You may use the Bill Pay service to initiate different types of payment transactions.

i. Payment Transactions. You may use Bill Pay to initiate single or recurring bill payment transactions. Single payments are payments initiated today with today's or a future day’s transfer date. Expedited payments are available for some payments and, if available, will display when the payment can be made and the applicable fee. Payments can be canceled or changed through Bill Pay until payments begin processing from the account. Recurring payments are payments that reoccur on a preset date with a fixed amount. You have the option in Bill Pay to set recurring payments to continue indefinitely or to stop on a specific date. Payments can be canceled or changed through Bill Pay until funds are withdrawn from the account.

ii. Number and Authorized Payees. There is no limit on the number of payments or payees you may authorize. You may not make payments to federal, state or local governments or other categories of payees we designate from time to time. When you submit a Bill Pay transaction, you authorize us to transfer funds from your account. We will process Bill Pay transactions only to those payees the Credit Union has designated, payees you authorize and payees for whom the Credit Union has the proper payee member number. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for entering or knowing. If there are insufficient funds in your account to process the Bill Pay transaction, we may refuse to process the transaction or we may process the transaction and transfer funds from any overdraft protection account you have authorized.

b. *Processing Bill Pay Transactions.*

The amount of your requested bill payment will be deducted from your account on the Scheduled Payment Date. You must have sufficient funds available to cover your payment on the Scheduled Payment Date. It is your responsibility to schedule your Bill Pay transactions in such a manner that your obligations will be paid on time. You should enter and submit your Bill Pay transactions at least seven (7) business days prior to the payment due date. If you do not allow sufficient time, you assume full responsibility for any late payments and/or finance charges that may be imposed as a result of your failure to submit a timely Bill Pay transaction. You will be notified if a payment fails, and the bill payment service will automatically attempt to retry the payment on the next business day. If the payment is successful on the next day, you will not be notified again. If the payment fails on the retry, you will be notified a second time. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request, the payment will not be processed, and we will not try again. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent, illegal, erroneous, or in violation of any terms of your agreements with us.

c. *Canceling or Changing Bill Pay Transactions.*

Payments designated as single transactions cannot be stopped, canceled or changed once payments begin processing from the account. You may cancel recurring Bill Pay transactions by following the Bill Pay instructions. If you discover an error or want to change a transaction (i.e. payment date or payment amount) for a Bill Pay transaction you have already submitted, you may electronically edit or cancel your transaction through Bill Pay. Your cancellation or change request must be submitted through Bill Pay before the payment is withdrawn from the account. If your transaction is not canceled in a timely manner, you will be responsible for the payment. If you wish to place a verbal stop payment on a recurring Bill Pay transaction, the Credit Union must receive your verbal stop payment request at least three (3) business days before the Scheduled Payment Date. You may call the Credit Union at the telephone number set forth below to request a stop payment. If you call the Credit Union, you may be required to confirm your stop payment request in writing within 14 days after the call.

4. Digital Banking on a Mobile Device

Digital Banking allows you to access the Electronic Services using compatible and supported mobile phones and/or other compatible and supported wireless devices ("Wireless Devices"). We reserve the right to modify the scope of the services available on a Wireless Device at any time. 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.

i. Use of Services. You accept responsibility for making sure that you know how to properly use your Wireless Device to access Digital Banking. We will not be liable to you for any losses caused by your failure to properly use the your Wireless Device. You may experience technical or other difficulties related to the Wireless Device that may result in loss of data, personalization settings or other service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of a Wireless Device. We assume no responsibility for the operation, security, or functionality of any Wireless Device or mobile network which you utilize to access Digital Banking.

ii. Access to Accounts. By downloading the appropriate application and logging in through your Wireless Device, you certify you are an owner, joint owner, custodian, or authorized user on the accounts represented in your enrollment. You understand that all owners of your accounts or anyone with whom you share your Access code or any access code will be an Authorized User, and that authority will be considered unlimited in amount and manner with full authority to perform all transactions relating to the stated accounts, until you notify the Credit Union, in writing of the revocation of such authority. You agree that you are and will remain fully responsible for any transactions made by such persons on your accounts except transactions that occur after the Credit Union has been notified of any revocation of authority and has had a reasonable opportunity to act upon such notice.

iii. Mobile Credentials. If you use a touch ID, facial-recognition or PIN supported mobile device, you may also have the ability to access your accounts using touch ID, facial recognition or mobile PIN ("mobile credentials") to log in. Such features cannot discern between your mobile credentials and the mobile credentials of others who are enrolled on your device. If you elect to use mobile credentials to access your accounts and you have permitted or will permit other individuals to enroll their mobile credentials on your device or you provide your mobile credentials to another individual, you understand and agree that those individuals have your authorization and full access to your accounts.

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

5. Mobile Deposit Capture Services.

If you are eligible, the following terms and conditions govern the use of the Mobile Deposit Capture Services. You have entered into other agreements with the Credit Union governing your accounts are incorporated by reference and made a part of this Agreement. In case of any conflict between this Agreement and your other Credit Union agreements, specific provisions regarding Mobile Deposit Capture Services in this Agreement control over general provisions.

a. *Services*. The Credit Union's Mobile Deposit Capture Services are designed to allow you to make Eligible Item deposits to your Credit Union checking, savings, or money market savings accounts using an Eligible Device (as defined below) to transmit item images and deposit information to us. Once accepted, we will process your Eligible Items electronically or convert to Substitute Checks based on the information you provide. There is currently no charge for Mobile Deposit Capture Services. We reserve the right to impose charges for this service in thefuture.

b. *Definitions*.

"**Business Day**" means any day of the week that is not a Saturday, Sunday, or Credit Union holiday.

"**Member Agreement**" means collectively the Membership Agreement and any other account information provided to you by us from time to time.

"**Deposit Account**" means your Credit Union checking account, savings account, or money market savings account.

"**Eligible Account**" means any Credit Union deposit account that meets our eligibility criteria and has been enrolled in the Mobile Deposit Capture Services.

"**Eligible Device**" means a device with a camera or other functionality or feature capable of capturing and transmitting images, approved by us for the Mobile Deposit Capture Services.

"**Eligible Item**" means an original paper check that is payable to you, and is within the meaning of a "check" as defined in Federal Reserve Regulation CC and our deposit guidelines. The following are **NOT** Eligible Items:

- Checks/items payable to others (even if endorsed over to you);
- Demand drafts or remotely created checks/items (checks lacking the original signature of the person authorizing the check);
- Substitute checks/items (paper checks/items created from an electronic image);
- Checks/items in which any fields on the front side contain obvious alteration(s), anything not authorized by the owner of the account on which the check/item is drawn, or any irregularity of any kind (for example, numerical and written amounts are different);
- Checks/items previously returned unpaid for any reason;
- Checks/items that are postdated or more than six (6) months old;
- Checks/items drawn on a foreign financial institution or payable in a foreign currency;
- Checks/items you suspect may be fraudulent or not properly authorized;
- Checks/items exceeding the Deposit Limits set forth below;
- Checks/items not acceptable under the terms of your Credit Union Membership Agreement;
- Any image of a check that has already been deposited either as an original or as a substitute check;
- Money Orders, traveler's checks, or gift checks;
- Starter checks or counter checks; and
- State warrants or other instruments that are not checks.

"**Item**" has the same meaning as that term is defined in Article 4 of the Uniform Commercial Code. Any check image transmitted through the Mobile Deposit Capture Services shall be deemed an "item" within that UCC definition.

"**Substitute Check**" means a paper check or item created from an electronic image in accordance with Federal Reserve Regulation CC.

c. *Hardware and Software*. To use the Mobile Deposit Capture Service, you must obtain and maintain an Eligible Device and all other hardware and software it requires, at your own expense. We assume no responsibility for defects, failures or incompatibility of any equipment used in connection with the Mobile Deposit Capture Service, whether or not it is an Eligible Device, or any third party software you may need to use the equipment or the Mobile Deposit Capture Services.

d. *Hours of Operation*. You can use the Mobile Deposit Capture Service 24 hours a day, seven days a week, except when they are unavailable due to maintenance or system outages.

e. *Funds Availability Disclosure*. Mobile Deposits are subject to the Credit Union's Funds Availability Policy disclosure, as amended from time to time, which is incorporated herein by reference. For purposes of determining the cut-off period for deposits and the availability of funds, checks deposited via Mobile Deposit session are considered received by the Credit Union when the checks have cleared and funds are available to the Credit Union. 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. Please refer to the Funds Availability Disclosure in your Membership Agreement.

f. *Deposit Acceptance***.** You agree that Credit Union may at any time, in its sole discretion, refuse to accept deposits of checks from you via Mobile Deposit. 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.

g. *Image Quality*. Each image transmitted to us using Mobile Deposit Capture Services must be legible. In addition, image quality must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve, and other regulatory agencies, clearing houses or associations, as applicable.

h. *Endorsement Requirement*. Prior to scanning any item through the Mobile Deposit Capture Services, you are to restrictively endorse the original item "For PCU Mobile Deposit," to the Credit Union, check the Mobile Deposit box, or as otherwise instructed by us.

i. *Confirmation of Receipt of Images*. You will receive an electronic confirmation of successful transmission of the image of your Eligible Item. An image shall be deemed received only when you receive a confirmation from us that we have received the image. However, please note: confirmation of receipt does not mean that the transmission was error free or complete.

j. *Deposit Limits.* The Credit Union may establish limits on the aggregate or individual dollar amount of checks deposited using the Mobile Deposit Service, and shall notify you within the service if it does. You agree to abide by such limits. We reserve the right to refuse to accept or process any deposits exceeding these limits, to change limits, and to impose additional limits, from time to time in our sole discretion.

k. *Presentment*. The manner in which items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion and in accordance with the Membership and Account Agreement, and Credit Union policies applicable to your accounts.

l. *Storage and Destruction of Original Items*. Once you receive confirmation that the Credit Union has received your item image and successfully deposited the funds to your account, you must retain the original of all imaged checks that have been deposited via Mobile Deposit for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond sixty (60) 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 if you are a business) 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 destroyed and not accessed by unauthorized persons.

m. *Returned Items and Right of Chargeback*. If any item you deposit through the Mobile Deposit Capture Services is dishonored or otherwise returned unpaid, we will return the item to you in the form of a Substitute Check and charge back your account for the amount of the item plus any applicable fees in accordance with your Membership Agreement. You may not redeposit the original item through the Mobile Deposit Capture Services.

n. *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, or (iii) any original check, the Substitute Check of which has already been presented for deposit via Mobile Deposit. 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 are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the service or liability arising from the Credit Union's printing of any substitute check from those images.

o. *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 therefrom 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.

p. *Errors.* You must notify us right away of any suspected errors regarding items deposited through the Mobile Deposit Capture Services, in no event later than 60 days after the applicable account statement is sent.

q. *Your Responsibilities for the Mobile Deposit Capture Service.*

You agree, warrant and represent that you will:

- Ensure that all information you provide us is accurate and true.
- Use only Eligible Devices to access the Mobile Deposit Capture Services.
- Endorse all items for the Mobile Deposit Capture Services as instructed above.
- Follow all other instructions we provide you for capturing and transmitting item images and deposit information via the Mobile Deposit Capture Services.
- Use the Mobile Deposit Capture Services only for Eligible Items as defined above and that meet our image quality standards.
- Comply with the Agreement and all your Credit Union agreements, as well as all applicable rules, laws and regulations.
- Indemnify us against and hold us harmless from any loss arising from your breach of any part of this Agreement.

You agree that you will not:

- Transmit duplicate items, or transmit any individual item or its image more than once.
- Make deposits in excess of the Deposit Limits stated in this Agreement for the Mobile Deposit Capture Services.
- Re-deposit or re-present any item or image previously transmitted through the Mobile Deposit Capture Services.
- Transmit any checks, items or images that are not Eligible Items or related deposit information.

You agree that we will:

- Have the unrestricted right to reject, return, or refuse to process any item or image that is not an Eligible Item, without liability to you.

You agree that we will not:

- Have any obligation to process any non-Eligible Item even if we did so on a previous occasion.
- Be responsible for items we do not receive or for images dropped during transmission.
- Be responsible for any technical or other difficulties that you may experience when using the Mobile Deposit Capture Services, or any damages that might arise therefrom.
- Be responsible for unavailability of the Mobile Deposit Capture Services or any damages that might arise from unavailability.

r. *Limitations, Changes, Suspension or Termination of Mobile Deposit Capture Services.* We reserve the right to change, limit, suspend or discontinue the Mobile Deposit Capture Services or your use of the Mobile Deposit Capture Services, in whole or in part, at any time without notice. Your continued use of the Mobile Deposit Capture Services will constitute your acceptance of any changes to the Mobile Deposit Capture Services. We may immediately and without notice terminate, suspend or limit the Mobile Deposit Capture Services, or your use of the Mobile Deposit Capture Services, if in our sole judgment, we believe there has been a security breach affecting the Mobile Deposit Capture Services, there has been unauthorized activity involving any of your Deposit Accounts, you have engaged in activity that violates the terms of this Agreement, or any of your Deposit Accounts is in an overdraft or negative-balance state. If your use of the Mobile Deposit Capture Services is suspended, you may request re-enrollment in writing. Re-enrollment is normally considered no sooner than six months after the suspension date, and may be granted or declined in the Credit Union’s sole discretion.

s. *Disclaimer of Warranties.* Your use of the Mobile Deposit Capture Services and all information and content (including third party information and content) is strictly at your own risk and the Mobile Deposit Capture Services are provided on an “as is” and “as available” basis. We disclaim all warranties of any kind, express or implied, as to the Mobile Deposit Capture Services and their use, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Mobile Deposit Capture Services (i) will meet your requirements; (ii) will be uninterrupted, timely, secure or error free; (iii) will yield accurate or reliable results; or (iv) that any errors in the Mobile Deposit Capture Services or technology will be corrected.

t. *Limitation of Liability*. We will not be liable for damages of any kind, whether direct, indirect, incidental, special, consequential, exemplary or otherwise, including without limitation, damages for loss of profits, goodwill, use, data or other losses arising from or related to the use or inability to use the Mobile Deposit Capture Services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

u. *Electronic Consent; Notices.* Enrolling in the Mobile Deposit Capture Service requires you to consent to receive information and notices regarding this Agreement and the Mobile Deposit Capture Service via electronic means (for example, email or website). If you do not wish to consent to electronic notices about the Mobile Deposit Capture Services, you may decline to enroll in the Mobile Deposit Capture Service. Nevertheless, we reservethe right to provide you any notices regarding this Agreement or the Mobile Deposit Capture Service by non-electronic means (for example, statement notices or U.S. mail).

6. **Text/SMS Message Service.**

The Credit Union offers members mobile access to their account information (e.g., for checking balances and last transactions) over SMS/text, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's relationship as well as providing a mobile phone number. You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply. You agree to provide us with a valid mobile number. You agree that we may send you text messages through your wireless provider and you consent to such messages reasonably related to your account relationship with us. You agree that each message is sent to you without being encrypted and will include certain information requested on your accounts. We provide this service as a convenience to you. We do not use text messaging for any purpose not included in the Service and will not respond to text messages sent to us that do not comply with appropriate action codes. Members may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts to be delivered. This program will be ongoing. Message & Data rates may apply. Members will be allowed to opt out of this program at any time. Questions: You can contact us at 360-426-1601 or send a text message with the word "HELP" to this number: 360-429-0149. You agree and understand that Text Banking/SMS Message Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. You are responsible for all fees and charges related to text messaging imposed by your wireless service provider. Notify us immediately of any changes to your mobile device. In case of unauthorized access to your mobile device or Service, you agree to cancel enrollment associated with the mobile device immediately. You agree that we will not be liable for failed, delayed or misdirected delivery of any information sent through the Service; any errors in such information; any action you may or may not take in reliance on the information or Service; or any disclosure of account information to third parties resulting from your use of the Service. We will not be liable to you for special, indirect or consequential damages. You agree to indemnify, defend, and hold us harmless from any third-party claims, liability, damages or costs arising from your use of the Service or from you providing us with a phone number that is not your own. We reserve the right to modify the scope of the Text Banking services at any time.

7. Card Controls.

The Card Controls service is a card management application provided by the Credit Union as the issuer of your credit and debit cards. The Card Controls service can be used to set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off, pin activations and resets, and new card orders. From time to time, we may make additional card control features available to you.

a. *Conditions of Use.* You are solely responsible for all information and data you input into the Card Controls, the controls, authorizations, and any access you give to any other person to Card Controls or your card account. You agree to comply with all additional restrictions provided in Card Controls as they may be updated from time to time. Card Controls may enable access to third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.

b. *Limitations.* The Card Controls feature is subject to transmission limitations and service interruptions. The Credit Union does not guarantee that the Card Controls (or any portion thereof) will be available at all times or in all areas, nor that a transaction will be declined when a preference is set. Controls based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.

c. *Liability Disclaimer.* The credit union assumes no responsibility for damages that may be suffered by you, including, but not limited to, losses from delays, nondeliveries of content or any communications, errors, system down time, misdeliveries or miscommunications, network or system outages, file corruption, or service interruptions caused by the negligence of the credit union and licensors, or your own errors and/or omissions. Card controls and materials in card controls, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions may not apply to you.

d. *Limitation of Damages.* For consumer accounts, the Credit Union's liability for any claims, damages or losses for unauthorized use of your card or improper card transactions will be limited as set forth in this Agreement under the heading "Member Liability." In no event shall the Credit Union be liable to you or any person for any indirect, special, consequential, or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the application or any linked application, even if the Credit Union is expressly advised of the possibility of such damages.

8. External Funds Transfers

a. *External Funds Transfers.* Within the Digital Banking service, you may separately enroll for the External Funds Transfer Service for transferring funds between your linked personal deposit accounts at the Credit Union and certain deposit or card accounts at other financial institutions for which you have the authority to transfer funds. The accounts at other financial institutions to or from which you request transfers are funds transfer accounts ("FT Accounts"). An "Inbound transfer" moves funds into your Credit Union account from an FT Account. An "Outbound transfer" moves funds from your Credit Union account to an FT Account. You will need to register each of your FT accounts that you wish to use for these transfers. You agree that you will only register accounts for which you have the authority to transfer funds.

b. *Service Eligibility*. There may be a waiting period for eligibility and use from the date of your enrollment. 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 regulations designed to prevent money laundering. If any of your FT Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this Service. If you do not give such consent, you should not use that account and we will terminate your use of Service if we are notified of such situation.

c. *Service Limitations*. All FT Accounts must be with financial institutions in the United States. No International transactions are supported with the Service. Not all types of accounts are available for funds transfer service; for example, retirement, business or corporate accounts. Also, you must check with your financial institution to verify their ability to participate in external funds transfer service. Also, there may be limitations related to each transaction such as total amount, number of transactions allowed, or total transaction amounts defined by your financial institution.

d. *FT Account Setup.* To add an FT Account, you authorize us to access such FT Account as needed to provide this service. Upon adding an FT Account, you authorize us, if necessary, to make small deposits and/or withdrawals to the FT Account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals.

e. *ACH Transfers.* Upon your request, we will make electronic transfers from your designated and active FT 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 credit union may limit the number of transactions that you authorize using your savings or money market account.

f. *Transfer Limitations & Requirements*.

i. Transfer Cut-Off. Funds will be debited the business day after you initiate the transfer, and will be credited by the fifth business day after you initiate the transfer. Any inbound transfer attempt returned due to insufficient or uncollected funds will be re-submitted once for collection upon receipt of the original return entry. The cut-off time for Transfers is 1 p.m. Pacific Time. Any transfer made after the cut-off time will be initiated the next business day.

ii. Transfer Limits. Transfer limits are defined within the Service at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. Transfers typically remain In Process until the close of the third business day after the transfer is initiated. 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, (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, or (iv) we deem it necessary to prevent losses, fraud, or abuse.

iii. Modifying or Cancelling Transfers. Transfer Instructions cannot be cancelled or modified after cut-off time on the transfer date. You may cancel a transfer at any time until it begins processing. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your FT Account. If this is unsuccessful (for example, the FT Account has been closed) we may make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we may stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law. If you as a Sender desire to stop any transfer that has already been processed, you must contact us. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. If applicable, the charge for each request will be the current charge for such service as set out in the applicable fee schedule. In using the service, you are requesting us to make transfers for you from your account. If we are unable to complete the transfer for any reason associated with your FT Account (for example, there are insufficient funds in your FT Account to cover the transaction), the transfer may not be completed. You will reimburse us immediately upon demand the transfer amount that has been returned to us. You may be assessed a fee by us if the transfer is returned because you have insufficient funds in your FT Account to cover the requested transfer or if we cannot otherwise collect the funds from you. You hereby authorize us to deduct these amounts from your designated FT Account by ACH debit. If you close any of your FT Accounts, you are responsible to remove it from the Service to avoid any transaction failure and charges related to a failed transaction. There may be additional fees to you for failed transactions.

iv. Status E-mail. We may periodically send messages to your primary e-mail address during the external funds transfer process. Primary e-mail address is defined in Digital 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.

v. Refused Transfers. The Credit Union reserves the right to refuse to process transfers that reasonably appear to the Credit Union to be fraudulent, erroneous, illegal, or pose undue risk to the Credit Union.

9. Personal Financial Management Service Terms

a. *Description of Service.* The personal financial management service (PFM Service) is a tool for budgeting, planning, and goal setting. The PFM Service will be provided by third party providers.

b. *Provide Accurate Information*. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

c. *Content You Provide.* You are licensing to Credit Union and its service providers any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the PFM Service. The Credit Union and its service providers may use, modify, display, distribute and create new material using such Content to provide the service to you.

d. *Third Party Accounts.* By using the service, you authorize the Credit Union and its service providers to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. You acknowledge and agree that when Credit Union or its service provider accesses and retrieves information from third party sites, the Credit Union and its service provider are acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any third-party account providers accessible through the service. You acknowledge that through the use of this service, the Credit Union and its service providers shall have access to your account credentials, including, but not limited to login username and passwords.

e. *Disclaimer of Warranties*. You expressly understand and agree that: your use of the PFM service and all information, products and other content (including that of third parties) included in or accessible from the PFM service is at your sole risk. The PFM service is provided on an "as is" and "as available" basis. The Credit Union expressly disclaims all warranties of any kind as to the PFM service and all information, products and other content (including that of third parties) included in or accessible from the PFM service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Credit union makes no warranty that (i) the PFM service will meet your requirements, (ii) the PFM service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the PFM service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the PFM service will meet your expectations, or (v) any errors in the technology will be corrected. Any material downloaded or otherwise obtained through the use of the PFM service is done at your own discretion and risk and you are solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

10. Instant Transfer Service

The Instant Transfer Service is a digital banking service that allows you to send and receive money to and from other persons or businesses that also bank with institutions participating in FedNow or Real-Time-Payment (RTP) service, by providing certain required information. Using the Instant Transfer Service, you may initiate a transfer in which funds are transmitted from or to your Credit Union deposit account and sent through the Federal Reserve (for FedNow) or The Clearing House (TCH) (for RTP) to the recipient's financial institution for credit to the individual based on the information you provide. These are referred to as “Instant Transfers.” Your use of the service is subject to the following terms and conditions in addition to the other applicable terms of your agreements with us.

Instant Transfer transactions are subject to the following transfer limitations:

- $500 per transaction
- $500 per day
- $2,500 per month

In order to initiate an Instant Transfer transaction, you may be required to provide certain information regarding the transfer, the recipient, and the recipient's financial institution. The Credit Union, the Federal Reserve, TCH, and the recipient's financial institution will all rely on the information you provide. If you provide an identifying number (routing number) for the recipient's financial institution or for the recipient (or both), the Credit Union, the Federal Reserve, TCH, and the recipient's financial institution will all rely on those numbers, even if they identify a different financial institution or recipient.

Once you initiate an Instant Transfer transaction, it cannot be revoked or reversed. Payment is final and irrevocable. Therefore, it is critical that you obtain and provide the Credit Union with correct information for the transfer. You are fully responsible for the accuracy and correctness of the information you provide to the Credit Union. In addition, do not use this service to send money to a person or business that you do not know or with whom you are not familiar with. There is no ability to reverse or charge back an Instant Transfer transaction due to the recipient's failure to provide or perform goods or services you have requested. Accordingly, do not use the service to send funds if you believe you may need to recover those funds later.

We reserve the right to deny access or terminate the Instant Transfer Service at any time without prior notice to you.

11. **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 Section titled "Member Liability." You remain responsible for notifying us of any unauthorized electronic check transaction shown on your statement.

12. Preauthorized Electronic Funds Transfers and Direct Deposit

Preauthorized electronic funds transfers may be made into or from your Credit Union accounts. These may include preauthorized electronic funds transfers made to an account from a third party (such as Social Security or your employer) or from an account to a third party (such as a mortgage company or insurance premium payment, excluding bill payment transactions). If electronic funds transfers are made into or from your account, those payments may be affected by a change in your account status or if you transfer or lose your account. Upon instruction of (i) your employer, (ii) the Treasury Department, or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security.

a. *Cancellation Rights*. If you have authorized the Credit Union to originate regular electronic fund transfers from (or to) your account at the Credit Union, you may cancel your request for the Credit Union to make the transfer at least to three business days before the scheduled date of the transfer. This request may be made orally or in writing. If you order us to cancel one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages only if accurate information was provided to us.

b. *Notice of Varying Amount*. If these regular payments may vary in amount, the company you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

c. *Liability*. The Credit Union may charge a fee for each stop payment order requested, as set forth in the Rate and Fee Schedule. If payment of an item is stopped, you may remain liable to any person, including the Credit Union, who is the holder of the item despite the stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney fees, damages or claims related to the Credit Union's action in refusing payment of an item, including claims of any multiple party account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.

13. 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 or Wireless Device for Digital Banking available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your Password or Wireless Device, you understand that person may use all services available through Digital Banking to access and review all of your account information and execute account 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. You agree that our reliance on your username and password to authenticate your login and subsequent transactions is a commercially reasonable security procedure for the origination of ACH credit transfers, wire transfers, and other transactions that are subject to Uniform Commercial Code Article 4A.

14. Member Liability

a. *Consumer Accounts.* You are solely responsible for all transfers you authorize using any services under this Agreement. If you permit other persons to access your Digital Banking you are responsible for any transactions they authorize or conduct on any of your Accounts. For transactions on a consumer deposit account, under this Agreement, you are responsible for all transactions that occur using Digital Banking . For consumer accounts, transactions by family members or friends that you allow on your Account are authorized by you. If you permit other persons to login to your Digital Banking, you are responsible for any transactions they authorize or conduct on any of your accounts. However, you must notify us immediately if you believe anyone has accessed your accounts without your authorization. For a transaction that is an "Electronic Fund Transfer" under federal law, if you notify 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 notify us within two (2) business days after you learn of the unauthorized use of your account or Password, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as $500.

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

If you believe your Password has been lost or stolen or that someone has transferred or may transfer funds from your account without your permission, contact us immediately by one of the following:

Telephone: 360-426-1601

Mail: Peninsula Community Federal Credit Union, PO Box 2150, Shelton, WA 98584

b. *Business & Other Non-Consumer Accounts.* You understand that any transaction by a business owner, employee, agent representative or anyone you authorize to transact business on your Account or any transaction by an authorized person that exceeds the specific transaction authority you have provided, is considered an authorized transaction for which you remain fully responsible. You are responsible for safeguarding your business, financial and personal data, Passwords and other information to prevent unauthorized access to or use of your Accounts through this Service. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, you must notify us immediately. When you give someone your Password, you are authorizing that person to access your deposit Accounts using this Service, and you are responsible for all transactions that person performs while using the Service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Digital Banking session and close your browser to ensure confidentiality.

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

16. Fees and Charges. The fees and charges for the Electronic Services are set forth in the Rate and Fee Schedule. Fees and charges may be changed from time to time, as disclosed on our current Rate and Fee Schedule. We will notify you of any changes as required by law.

17. Transaction, Account & Credit Information

a. *Statement Information*. Transactions submitted through Digital Banking will be recorded on your monthly statement sent to you by mail or eStatements if you have requested e-statements.

b. *Artificial Intelligence*. The Credit Union may collect and retain information from you, including personal information, when you use Digital Banking, and may share such information with our third-party service providers in compliance with our Privacy Policy. Some services may be hosted by a third-party vendor, which may use artificial intelligence and may use information collected from the services to train and improve services.

c. *Secure Messages.* You may use the message function to send messages to us. Messages may not, however, be used to initiate a transfer on your account or a stop payment request. The Credit Union may not immediately receive message communications that you send, and the Credit Union will not take action based on message requests until the Credit Union actually receives your message and has a reasonable opportunity to act. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, you may call the Credit Union at the telephone number set forth in the Section titled “Member Liability.”

d. *SavvyMoney Credit Score.* As a feature of your digital banking account, we will provide you with your credit score and report. This is a soft pull and will not affect your credit score. You authorize our partner SavvyMoney, Inc. to continuously obtain your credit report and use the information to verify your identity, provide you with financial education, and invite you to apply for products and services made available by us.

Click here if you wish to decline enrollment in SavvyMoney services.

By clicking 'I Accept,' you are accepting SavvyMoney's Terms of Service and Privacy Policy (unless you completed the decline enrollment instructions above). You may revoke this authorization at any time through your credit score profile settings.

18. Credit Union Liability for Digital Banking Services

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. Our sole responsibility for an error in a transaction will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. 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 sufficient funds in your account to complete the transaction, your account is inactive, or the transaction would exceed the credit limit on your line of credit, if applicable.
- If you used the wrong account or Password, you have not properly followed any applicable service or Credit Union user instructions for making transfers and bill payment transactions.
- If your personal computer or mobile device malfunctioned or the mobile banking or online banking services were not working properly, or the Credit Union computer system was not working properly and such problem(s) should have been apparent when you attempted your transaction.
- If circumstances beyond our control (such as fire, flood, telecommunication outages or strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can process the transaction.
- If, through no fault of ours, a Bill Pay or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was insufficient; payment is lost in the mail or the payee failed to process a payment correctly or in a timely manner and a fee, penalty, or interest charge is assessed against you.
- If an error was caused by a system beyond the Credit Union's control such as a telecommunications system, an Internet Service Provider, any computer virus or problems related to software not provided by the Credit Union.
- If there are other exceptions as established by the Credit Union.

19. Termination of Digital Banking

You agree that we may terminate this Agreement and any of your 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 two consecutive billing cycles. 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. However, monthly fees will apply for any partial month with no prorating. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

20. Statement Errors on Consumer Accounts

In case of errors or questions about your electronic funds transfer transactions on a consumer account, contact us at the phone number or address set forth above as soon as possible. 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 member number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so 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 re-credit your account.

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

21. Amendments

The Credit Union reserves the right to change the terms and conditions upon which this service is offered. Unless otherwise required by law, we may amend this Agreement any time and from time to time, without notice to you, by posting the amended Agreement on our website. If notice is given, it may be sent to you at your latest address on our files via US mail, statement message, or electronic message, depending on your consent settings. You may be asked to agree to an amended or updated version of this Agreement by means specified in the notice. If you decline to agree, your use of the services may be limited, suspended or terminated. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

22. Enforcement

You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the state of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to, subject to Washington law, payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

23. 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 services described in this Agreement, regardless of the purpose of the use, and for all communications you send through Digital Banking. 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 Digital Banking 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 Digital Banking services without our prior written permission; (i) allow use of any device, software or routine to bypass technology protecting Digital Banking, or interfere or attempt to interfere, with Digital Banking; 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.

24. Indemnification.

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your improper use any services herein or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.