



## eBanking General Agreement

**The Service:** In consideration of the use of the eBanking Service ("Service") to be provided to Member by Westerly Community Credit Union, ("WCCU"), as described herein and as amended from time to time in information distributed by WCCU to its Members, Member agrees to the terms of this Agreement. In this Agreement, "Member" or "you" refers to the person(s) subscribing to or using the Services. You represent and warrant that the owner(s) and authorized signer(s) on the Member's account(s) are identical. WCCU is not required to determine, even at the time you initiate the Service or at any other time during which this Agreement is in effect, that the account(s) have the same authorized signers. You may use a Personal Computer ("PC") or Mobile device through an Internet connection to obtain account balances and transaction information. You may also use your PC or Mobile device to obtain statements on your accounts and to transfer money between your WCCU accounts. However, transfers from your savings and Money Market accounts are considered pre-authorized transfers, and pre-authorized transfers are limited to six (6) per monthly statement cycle by federal Regulation D (See Section 2 for more information). In addition, you may use your PC or Mobile device to electronically direct us to make Bill Payments ("Bill Payments") from your account to third parties ("Payees") that you have selected to receive payment through the Service. You may make payments using the Bill Payment service to any business, professional, or merchant. The "Account" means your designated Bill Payment account at WCCU from which we make Bill Payments or transfers on your behalf pursuant to this Agreement.

We will use reasonable efforts to make the Service available for your use on a continuous basis, however accessibility to the Service may be interrupted because of conditions beyond our control, including outages in internet availability. We will use diligent efforts to re-establish the Service as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time.

**Regulation D Compliance:** Members owning one of the following account types must take notice of Regulation D Compliance -Share Savings, Rewards Savings, Money Market Account, IRA Savings, Money Mammal Savings and Young Adult Share Savings Accounts. During any statement period, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer or telephonic order or instruction. No more than these six transfers may be made by check, debit card (if applicable) or similar order to a third party. If you exceed the transfer limitations in any period your account will be subject to a service charge of \$10 per transaction that exceeds the limitations. If you continue to exceed the transfer limit your account could be subject to closure.

**Your Password:** Each individual who has access to eBanking, including each individual named on joint accounts, must designate a password. Your password must be a minimum of 8 characters, up to a maximum of 32 characters, minimum of 1 alphanumeric, minimum of 1 special character, one uppercase letter and is case-sensitive. For example, your password may be 1234ABC!. Your temporary password will be assigned to you at registration or first login. You must not disclosure this password to any other

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individual or company. In the event you do share this information you will be responsible for any and all activity performed including withdrawals, transfers, bill payments, and advances.

**Scheduling Payments:** You may choose to add Bill Payment and use your PC or Mobile device to electronically schedule payments with the Service. Payments are posted against your balance available for withdrawal, as defined in WCCU's Funds Availability Policy.

**Your Payee List:** You may include all utility companies, merchants, financial institutions, insurance companies, individuals, etc. whom you wish to pay through the Bill Payment service. Include a complete mailing address for each and your account number with each Payee. We reserve the right to decline to make payments to any person and entity.

**Delivery of Your Payments and Transfers:** You may schedule payments to be initiated on the current business day, on a future date, or on the same date of each month, subject to the restrictions in the Agreement. Business days are Monday through Friday; any day designated as a holiday by the Federal Reserve is not a business day. Funds will be deducted from your Account on the business day on which a payment is to be "initiated." This date is referred to in this Agreement as the "Transaction Date." After funds are withdrawn from your Account, we may remit your payments by mailing your Payee a check, by electronic funds transfer, including ACH (Automated Clearing House) or by other means. Because of the time it takes to send your payment to them, your Payees generally will not receive payment on the Transaction Date. This applies regardless of whether the payment is a next-day payment, a future payment, or a recurring payment, as described below. Therefore, to provide sufficient time for payments to be received by your Payees, the Transaction Date for electronically established payees should be at least five (5) days, and ten (10) days for check established payees, prior to the you're your payment is due, excluding any applicable grace periods (the "Due Date"). Therefore, to provide sufficient time for payments to be received by your Payees, the Transaction Date should be at least five (5) days prior to the date your payment is due, excluding any applicable grace periods (the "Due Date"). It is helpful if you allow additional time for a payment to be completed the first time you send a payment to a Payee through the Service. This allows the Payee to adjust to the new form of payment. Payments must be scheduled by the normal cut-off time of 1 p.m. (Central Standard Time) on any business day for the payment to be initiated for that business day. Transfers between your external financial institution accounts must be scheduled by the normal cut-off time of 5 p.m. (CST) on any business day for the transaction to be completed on that business day.

**Recurring Payments:** Recurring payments are those made for the same amount and are made on a weekly, bi-monthly, monthly, or other regularly scheduled basis. Once started, recurring payments will be made automatically until you tell us to cancel the payment as provided in Paragraph 9.

**Our Liability for Failure to Complete Transfers:** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will not be liable: a. if, through no fault of ours, you do not have enough money in your Account to make the transfer; b. if the money in your Account is subject to a dispute, legal process or other encumbrance restricting transfer; c. if the

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transfer would go over the credit limit on your overdraft line (if any); d. if the automated teller machine or the merchant where you are making the transfer does not have enough cash; e. if the system was not working properly when you started the transfer; f. if circumstances beyond our control (such as fire, flood, systems failure or an Act of God) prevent the transfer, despite reasonable precautions that we have taken, or g. if the Payee mishandles or delays handling payments sent by us.

**Canceling Transfers & Payments; Stop Payment Orders:** You may cancel a future transfer between your accounts or a payment to a Payee up to 12 a.m. (EST) on the day before the Transaction Date using your eBanking. A payment that has been sent may be recalled for a service charge of \$15 per item, but WCCU will not guarantee the ability to recall an item. If you are canceling a recurring payment using the Bill Payment service, all future receiving payments to that Payee will cease unless you specifically instruct WCCU to continue future recurring payments. Subject to certain limitations you may order us to stop payment on any check or other item payable for your Account. Depending upon when you send your stop payment request, WCCU may not process your stop payment request until the following business day. WCCU will charge you its standard stop payment request service charge. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order will be effective for stopping one transaction; a stop payment request will NOT stop recurring payments such as recurring ACH debits. The stop payment order is effective for six months but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in a separate writing to us within that period. We will not give you notice that a stop payment order has expired. A stop payment order may be renewed for an additional six months if renewed in writing by you during the effective time period. Only the person who initiated the order may give a release or cancellation of a stop order. We will require you to provide the date, the amount and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Moreover, we are not obligated to re-credit your Account if we pay a check over a valid and timely stop order unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying a check over a valid and timely stop order, you agree to transfer to us all your rights against the payee or other holder of the check, and to assist us in any legal action we may later take against that person. If we comply with a stop order with respect to a check or other item drawn against your Account, you agree to defend, indemnify and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that stop order. You may not stop payment on a money order or check (such as an official, certified, cashiers, or teller's check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as our bill pay agreement or a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order.

**Statements and Tax Forms:** All Members that use eBanking are automatically enrolled in WCCU's eStatement service through eBanking. At any time, you may contact WCCU to switch back to paper statements and forms or you have the capability of unrolling through eBanking. All payments, transfers,

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and/or service charges made with the Service will appear on your monthly Account statement. The Payee name, payment amount, and date of the payment will be shown for each payment made through the Service during that statement cycle.

**Service Charges:** Fees for the Service shall be payable in accordance with a schedule of charges as established and amended by WCCU from time to time. Charges shall be automatically deducted from Member's Account, and WCCU shall provide to Member monthly notice of such debit(s) on your statement.

**Equipment/Internet:** You are solely responsible for the equipment you use to access the Service (including, your personal computer and any software you may need to access the Internet). We are not responsible for errors or delays or your inability to access the Service caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Service, nor are we responsible, under any circumstances, for any damage to your equipment or the data resident thereon. You understand and agree that use of or connection to the Internet is inherently insecure and that connection to the Internet provides opportunity for unauthorized access by a third party to your computer systems, networks, and any and all information stored therein. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. All information transmitted and received through the Internet is subject to unauthorized interception, diversion, corruption, loss, access, and disclosure. We shall not be responsible for any adverse consequences whatsoever of your connection to or use of the Internet, and shall not be responsible for any use by you of an Internet connection in violation of any law, rule, or regulation or any violation of the intellectual property rights of another.

You are responsible for providing your own hardware and software to access the Service. The hardware and software that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We do not guarantee functionality of the Service on all wireless devices. You are responsible for the charges of any wireless service provider while using the Service.

We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

We will use reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. No security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by law.

While using Mobile devices Touch ID log in allows you to use your fingerprint instead of entering your WCCU username and password to access your WCCU Mobile app. By enabling Touch ID you are allowing

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anyone with a stored fingerprint on this device to access your WCCU Mobile app. Fingerprints are only stored on your device. WCCU does not see or store your fingerprint information.

While using your Mobile devices Face ID log in allows you to use your face instead of entering your WCCU username and password to access your WCCU Mobile app. By enabling Face ID you are allowing anyone with a stored facial recognition on this device to access your WCCU Mobile app. Facial recognition is only stored on your device. WCCU does not see or store your facial recognition information. You are solely responsible for controlling access to your device and any transactions that you make or that you authorize another person with phone access to make.

**Notice of Your Rights and Liabilities:** Security of your transactions is important to us. Use of the Service requires a password and on occasion a verification code. If you lose or forget your password, please select “Forgot my username or password” from the login page and follow the prompts or call (401) 596-7000 during normal business hours. We may accept as authentic any instructions given to us through the use of your password. You agree to keep your password secret and to notify us immediately if your password is lost or stolen or if you believe someone else has discovered your password. You agree that if you give your password or allow it to be given to someone else, you are authorizing them to act on your behalf, and we may accept any instructions they give us to make transfers or otherwise use the Service. We may be liable for certain security breaches to the extent required by applicable law and regulation. We do not assume any other liability or otherwise guarantee the security of information in transit to or from our facilities. We reserve the right to (1) monitor and/or record all communications and activity related to the Service, and (2) require verification of all requested transfers in the manner we deem appropriate before making the transfer (which may include written verification by you). You agree that our records will be final and conclusive as to all questions concerning whether or not your password was used relating to a particular transaction. If any unauthorized use of your password occurs you agree to (1) cooperate fully with us and appropriate law enforcement authorities in identifying and prosecuting the perpetrator, and (2) provide any assistance requested by us in recovering any unauthorized transfer of funds. Notify us AT ONCE if you believe your password or used ID has been lost or stolen. This is the best way of reducing your potential liability. You could lose all the money in your account (plus your maximum line of credit). If your statement shows transfers that you did not make you must, tell us immediately. If you do not tell us within sixty (60) days after we make available to you the first statement containing the problem or error, you may not get back any money you lost after the sixty (60) days if we can demonstrate that we could have prevented the unauthorized transaction if you had told us in a timely fashion. 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, call (401) 596-7000 during normal business hours listed above. We cannot accept notification of lost or stolen passwords or unauthorized transfers via e-mail.

**Error and Questions:** In case of errors or questions about your electronic transactions, telephone us at (401) 596-7000, 9:00 a.m.–4:00 p.m., Monday through Friday, or write us at: Westerly Community Credit Union Attention: Member Service 122 Granite Street Westerly, RI 02891

You must contact WCCU if you believe your statement or receipt is wrong, or if you need more

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information about a transaction listed on your statement or receipt. You will need to: a. Tell us your name and Account number (if any); b. describe the error or 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; and c. tell us the dollar amount of the suspected error. If you tell us verbally, you must send us your complaint or question in writing within ten (10) business days following the date you notified us verbally. Within ten (10) business days after we hear from you in writing (twenty (20) business days if the notice of error involves an electronic fund transfer to or from the Account within thirty (30) days after the first deposit to the Account was made), we will determine whether an error occurred and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, (twenty (20) business days if the notice of error involves an electronic fund transfer to or from the account within thirty (30) days after the first deposit to the account was made) so that you will have use of the money during the time it takes us to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not credit your account. If we determine there was no error, we will reverse the previously credited amount, if any, and we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used in our investigation.

**Disclosure of Account Information to Third Parties:** We may disclose information to third parties about your account(s) or the transactions you make: a. where it is necessary for completing transactions or resolving errors involving the Services; b. in order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or a merchant; c. in order to comply with government agency rules, court or administrative agency orders, or other applicable law or regulation; d. to our employees, service providers, auditors, collection agents, affiliated companies, or attorneys in the course of their duties and to the extent allowed by law; e. if you give us your permission; or f. in accordance with our privacy policy.

**Authorization to Obtain Information:** You agree that we may obtain and review your credit report from a credit bureau or similar entity. You also agree that we may obtain information regarding your account with any Payee to facilitate proper handling and crediting of your payments.

**Termination:** If you want to terminate your access to the Service, call us at (401) 596-7000. Recurring transfers between accounts will not necessarily be discontinued because you terminate access to the service. If you would like to terminate recurring transfers between accounts you must specifically state as such on the termination authorization. We reserve the right to terminate the Service, in whole or in part, at any time with or without cause and without prior written notice. In the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet made. We also reserve the right to temporarily suspend the Service in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your

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password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement with respect to occurrences before termination.

**Reactivation:** For security purposes we reserve the right to terminate the Service after a length of time of inactivity. Should you wish to reestablish the Service after this time, and barring any scenarios in which we will not authorize you to do so, we may verbally verify your identification information and reactivation request and reestablish a login for you at that time.

**Limitation of Liability:** If the Service is not available due to malfunction of the system or circumstances beyond our control, you agree to access accounts and pay bills by other means such as a WCCU branch, ATM, telephone, check, credit or debit card. Member Service will assist you with these alternate means. We shall not be liable for any expenses you incur as a result of using alternate means of access or payments. Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, consequential or exemplary damages, including lost profits, attorney fees, goodwill, use, data or other intangible losses (even if advised of the possibility thereof) resulting from or in any way arising out of (i) the use or inability to use the Service; (ii) the cost of procurement of substitute goods and services or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or, (v) any other matter relating to the Service including the installation, operation, or maintenance of your computer or related equipment.

**Content of the Site:** You understand and agree that all information, data, text, software, messages or other information on the Site ("WCCU Content"), remain the sole responsibility of the person from which such Content originated. WCCU originates Content regarding account information, balances, transactions and advertising directly related to WCCU ("WCCU Content"). Please be advised that WCCU Content relating to account information is based on transactions that have been posted on the previous Business Day. Persons, businesses, organizations, news agencies, and other entities ("Third Parties") unrelated to and outside the control of WCCU originate all other Content ("Third Party Content"). WCCU does not control the Third Party Content posted via the Service and, as such, is not responsible for the accuracy, integrity, legality or quality of it. This means that you, and the Third Party, but not WCCU, are entirely responsible for all Third Party Content that is uploaded, posted, emailed or otherwise transmitted or received via the Service. Under no circumstances will WCCU be liable in any way for any Third Party Content, including, but not limited to, any errors or omissions in any Third Party Content, or for any loss or damage of any kind incurred as a result of the use of the Third Party Content. Please be advised Third Parties may be charged to place Third Party Content on the Service. You acknowledge and agree that WCCU does not pre-screen Third Party Content, but that WCCU shall have the right (but not the obligation) in its sole discretion to refuse, move or delete any Third Party Content that is available via the Service, which violates this Agreement or is otherwise objectionable. You acknowledge and agree that WCCU may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of WCCU, its users and the public.

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**Waivers/Assignment:** No waiver of the terms of this Agreement will be effective unless in writing and signed by an authorized officer of WCCU. You may not transfer or assign your rights or duties under this Agreement.

**Governing Law:** The laws of the state of Rhode Island shall govern this Agreement and all transactions hereunder. Member acknowledges that he/she has reviewed this Agreement, understands the terms and conditions set forth herein, and agrees to be bound hereby.

**Amendments:** Unless otherwise required by law, we may change a term or condition of this Agreement by posting a notice on our website, sending you a notice with your periodic statement, sending an electronic communication, or by mailing or delivering to you a written notice at least thirty (30) days before the effective date of any such change. We do not need to provide you with any prior notice where an immediate change in the terms or conditions of this Agreement is necessary to maintain or restore the security of our system or an account. However, even in these cases, if the change is to be made permanent, we will provide you with a notice of the change with the next regularly scheduled periodic statement we send you if practicable, or within thirty (30) days, unless disclosure would jeopardize the security of our system or an account. Notices mailed or delivered to you under this paragraph will be considered effective if mailed to the most recent address we show for you in the Account records, or the e-mail address which you authorized to receive such notices and/or disclosures. Your continued use of the Service following receipt of this Agreement or notice of a change is considered acceptance of the Agreement or change. Further, much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law.

**Indemnification:** Member, in consideration of being allowed access to the Service, agrees to indemnify and hold WCCU (including its subsidiaries, parents, affiliates officers and directors) harmless for any losses or damages to WCCU (including reasonable attorneys' fees and court costs) resulting from the Member's use of the Services, to the fullest extent allowed by applicable law.

**Exclusion of Warranties:** You expressly understand and agree that: a. your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. WCCU expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. b. WCCU makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchases or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected. c. any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. d. no advice or information, whether oral or written,

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obtained by you from WCCU or through or from the service shall create any warranty not expressly stated in this agreement.

**WCCU's Proprietary Rights:** You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The information and materials may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, re-posted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes, except as provided in these terms and conditions without our express written permission. Copyright in the images, text, screens, and web pages appearing at the Site is owned by WCCU or others as indicated. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or Third Parties is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. WCCU grants you the rights it has in the software associated with the Service to allow you to use the object code of the software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Service or software associated with it. You agree not to modify the software in any manner or form, or to use modified versions of the software associated with the Service, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by WCCU for use in accessing the Service.

**Security Procedures:** By accessing the Service, you hereby acknowledge that you will be entering a protected web site owned by WCCU, which may be used only for authorized purposes. WCCU may monitor and audit usage of the Service, and all persons are hereby notified that use of the Service constitutes consent to such monitoring and auditing. Unauthorized attempts to up-load information and/or change information on these web sites are strictly prohibited and are subject to prosecution under state and federal law.

**Waiver of Jury Trial:** WCCU and member waive, to the fullest extent permitted by applicable law, the right to trial by jury in any legal proceeding arising out of this agreement. Please read this agreement carefully and keep a copy for your records.

**Email:** You must have a valid email address on file in order to use this service. You must keep us informed of your current address and email address to ensure correct mailing of monthly statements and to receive email notices related to servicing of your account. You may change your address or email address at anytime within eBanking. You may also contact us to make the change on your behalf at 401-596-7000.

**Submissions:** Please keep in mind that messages you send us by e-mail may not be secure. DO NOT send any confidential or personal information (including but not limited to Account numbers, Social Security numbers, or any other confidential information) by Internet e-mail. WCCU will not be responsible for any

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damages you may incur if you communicate confidential or personal information to us over the internet, or if we communicate such information to you, at your request

**Single Login per User:** The login credentials are for the use of a single primary account holder. Primary account holders with login credentials can allow access to accounts they share with a Joint Owner by establishing each Joint owner their own set of login credentials. If you allow others to use your login credentials you will be liable for all activities of those individuals whether or not they act in a manner authorized by you and you agree to notify us if you have withdrawn your authorization.

Please contact us at (401) 596-7000 or email us at [eservices@westerlyccu.com](mailto:eservices@westerlyccu.com) with any questions you may have regarding the above eBanking General Agreement.