

# **Online Banking Agreement**

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## 1. Introduction

In this Agreement, the words “we,” “us,” “our,” and “ECCU” refer to the Credit Union. Unless otherwise specified, “you” and “your” refers to each person or organization entering into this Agreement, as well as anyone authorized by the accountholder to exercise control over the accountholder’s funds through online banking. “Account” or “accounts” means your accounts at ECCU.

“Electronic funds transfers” means ATM withdrawals, preauthorized transactions, point of sale transactions, and transfers to and from your ECCU accounts using online banking, including bill payments.

“Funds Transfer” (wire transfer) means the series of transactions, beginning with the originator’s payment order, made for the purpose of making payment to the beneficiary of the order. The term includes any payment order issued by the originator’s bank or an intermediary bank intended to carry out the originator’s payment order. A Funds Transfer is completed when a beneficiary’s bank accepts a payment order for the benefit of the beneficiary from the originator.

“Mobile Device” includes the use of any mobile phone, tablet, or personal computer utilized to access online banking functions and services.

This Agreement applies to both person (consumer) and organization accounts unless otherwise specifically identified.

### a. Persons

Definition: A person is defined as an individual consumer, non-business account holder, or sole proprietor.

Please carefully read this *Online Banking Agreement* (“Agreement”). To use online banking, you must agree to the terms and conditions stated in this Agreement by clicking the “I Accept” button. If you do not agree with the terms and conditions of this Agreement, click the “I Do Not Accept” button to discontinue the enrollment process.

### b. Organizations

Definition: An organization is defined as a sole proprietorship using an Employer Identification Number (EIN), partnership, limited liability company, corporation, or other form of business organization that is not a “consumer” account and not maintained primarily for personal, family or household purposes.

Please carefully read this *Online Banking Agreement* (“Agreement”). This Agreement between you and ECCU governs your use of ECCU’s online banking services. In order for your organization to use online banking, you must complete and deliver to ECCU the appropriate documentation, forms, or instructions (ECCU Documents) in such form acceptable to us.

## 2. Hardware and Software

You understand you must, and you hereby agree to, at your sole cost and expense, use computer hardware and software, including mobile devices, that meet all technical requirements for the proper delivery of online banking and additional services and that fulfills your obligation to obtain, and maintain, secure access to the Internet. You understand

### *Hardware and Software (Continued)*

and agree you may also incur, and shall pay, any and all expenses related to the use of online banking and additional services, including, but not limited to, telephone service, mobile carrier service, or Internet service charges.

You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of online banking and additional services. You understand and agree that you are solely responsible for the operation, maintenance, and updating of all equipment, software, and services used in connection with online banking, and additional services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements, and such performance shall be rendered by properly trained personnel, whether they are employees of yours or third-party employees.

ECCU is not responsible for, and you hereby release ECCU from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. ECCU is not responsible for, and you hereby release ECCU from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone, or Internet services. ECCU hereby advises you, and you hereby agree, to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

Additionally, ECCU advises you to protect your access device using a password, PIN, facial recognition, fingerprint or other authentication method, for your protection.

### **3. Description of Online Banking**

Online banking allows the online banking Administrator (organizations) and other authorized persons (collectively called “users”) to use a personal computer or mobile device equipped with an active connection to an Internet Service Provider to access your account(s), 24 hours a day, 7 days a week. Interruptions due to system maintenance or causes beyond our control are possible.

Upon opening your membership and either providing agreement to use online banking (persons) or providing the required ECCU Documents (organizations) authorizing this service, the users you authorize may, by use of an individual log in identification (“User Identification”) and a password (“Access Code”), complete confidential inquiries and perform available functions on your accounts established at ECCU. Users within organizations will be able to perform any functions that may be added to online banking, as granted by the online banking Administrator.

### **4. Online Banking Administrator Responsibility (Organizations)**

You agree that upon completion of the online banking enrollment process, the online banking Administrator identified in the enrollment process and authorized by this Agreement, will receive an email containing a hyperlink through which they will complete the enrollment process. They will be asked to create a User ID and Access Code. Once created, the online banking Administrator assigned to your organization will be able to set up and manage your

## *Online Banking Administrator Responsibility (Organizations) (Continued)*

online banking settings and services. The online banking Administrator will then be able to add users, designating the levels of account access and privileges. ECCU will require a new ECCU document to change the online banking Administrator.

### **5. Authorization for Transactions (Organizations)**

You agree that the online banking Administrator identified in the Agreement, on file with us, has authority to establish online banking for your organization and set up additional users with the access capability and privileges.

You agree that each individual who has been added as a user has specified authority from your organization to give instructions and authorize transactions with respect to your accounts through online banking, including movement of your organization's funds between your accounts at ECCU or to third parties.

You agree to manage, periodically review, and remove retired users from the system.

You agree that ECCU has full authorization to rely and act upon any instructions received from you or your users without further inquiry.

### **6. Governing Law**

You agree that this Agreement and the rights and obligations you and ECCU have are governed by and interpreted according to California and federal law, including the sanction laws administered by the Office of Foreign Assets Control (OFAC). Regulation J governs a funds transfer if any part of it is carried out through Fedwire. ACH (Automated Clearing House) Rules will govern ACH transfers. The rights, duties, and liabilities of parties to this Agreement shall also be subject to the California Commercial Code.

### **7. Separate Account Agreements and Disclosures**

Each of your accounts at ECCU is also governed by the separate account agreement you have with us for the account and the applicable account disclosures (*Account Agreement and Disclosures*, *Account Information and Fee Schedule*, and *Dividend Rate Schedule*), and addendums for services, that have been delivered to you electronically or by mail.

All agreements applicable to your various accounts or loan relationships with us shall continue in full force and effect except as specifically modified by this Agreement, and shall be applicable to all transactions initiated through online banking. However, if any such account is an account requiring two or more signatures, all signature requirements are hereby waived for online services by you and all signers. In addition, you and all signers agree to any transaction initiated by the use of a User Identification and Access Code and agree to be bound by the transaction.

### **8. Cancellation of Electronic Service**

You may cancel online banking, in whole or in part, at any time by notifying us in writing by mail and by actually discontinuing use of the electronic service. You agree that we are entitled to rely on the cancellation instructions of you or the online banking Administrator, and we are not required to notify you or other users of the cancellation. Online banking access

## *Cancellation of Electronic Service (Continued)*

will terminate if you close all of your accounts with us. In addition, electronic services may be suspended, without advance notice, if there are insufficient funds in any one of your accounts with us. After suspension, electronic services may be reinstated once there are sufficient funds in your accounts to cover any fees and other pending transfers and debits.

We reserve the right to cancel or suspend your electronic services, in whole or in part, without cause or prior notice, subject to applicable law or regulation. Cancellation of one electronic service will not automatically cancel other electronic services and cancellation of any or all electronic services will not terminate your accounts or agreements with us and will not affect your obligations noted below or your obligations for transfers and payments made prior to cancellation.

Upon cancellation of the electronic service, whether by you or us, any unprocessed intra-financial institution transfer, InterBank transfer, ACH File/Entry, Bill Payment, or Funds Transfer request will be canceled. As applicable, any ECCU software is the property of the Credit Union and must be returned, at your expense, upon cancellation of that service. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are discontinuing the service.

## **9. Changes to Online Banking or This Agreement**

We may limit services or transactions available on online banking, from time to time, at our discretion and without prior notice. You agree that we may make any changes or modifications to online banking, including expanding services or transactions available from time to time. These amendments will become effective upon notice sent to you by mail or electronically or upon the date stated in our notice. If you maintain or your users use online banking after the effective date of the change, you confirm your agreement to the change and/or the expansion of services or transactions. We may, without notice, modify or discontinue a user's access to online banking.

## **10. Lawful Activities**

Any financial service provided by ECCU may be used for any transaction permitted by law. You agree that illegal use of any financial service including, but not limited to online banking, will be deemed an action of default and/or breach of contract and such service and/or other related services may be terminated at ECCU's discretion. You further agree, should illegal use occur, to waive the right to sue for such illegal activity directly or indirectly related to it. You also agree to indemnify and hold ECCU harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

For Organizations: You are responsible for ensuring that users are aware of this provision. You will be responsible for any known or unknown illegal transactions or use of online banking by users.

## **11. Transaction Cancellations or Amendments**

If a user asks us to cancel or amend a transaction, we may use reasonable effort to act on the user's request. We have no liability if any attempted cancellation or amendment is not affected. You shall reimburse us for any expenses, losses, or damages we may incur in affecting or attempting to affect a user's request for amending or canceling a transaction.

## 12. Stop Payment Orders

You may not place a stop payment order on a payment you have instructed us to make through online banking. If you do not want us to make a payment you requested, you must give us a timely cancellation request either on the “Activity Center” page, or by contacting Member Services.

## 13. Online Banking Transaction Security Procedure

The following describes the security procedure you and/or your users agree to follow when providing us with instructions to make any and all transfers of funds (including intra-financial institution transfers, InterBank transfers, ACH Entries, Bill Payments, and Funds Transfer Requests) from or to your accounts using online banking. The purpose of this security procedure is to verify the authenticity of a funds transfer instruction (or request for cancellation or amendment) given through the use of online banking; not to detect an error in the transmission or content of a funds transfer instruction. No security procedure for the detection of any error has been agreed upon between you and ECCU.

You are strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions.

- a. You agree to take reasonable steps to maintain the confidentiality of the security procedure and any User Identification, Access Codes, security devices, control of your internet access services, computer or computer network owned, controlled or used by you or your employees, contractors, service providers or agents, and related instructions you provided or that are provided by us in connection with this security procedure.

- b. For Organizations:

The online banking Administrator, or anyone to whom they have assigned the rights to manage users, will add all users and assign permissions. The online banking Administrator will provide the user their login credentials. The user will enroll using the credentials given to them and change their password upon entry.

ECCU will not require knowledge of User Identification and/or Access Codes. You and your users also agree to limit distribution of this information to only those authorized by you to access online banking.

You agree to require your users to change their Access Codes regularly.

You agree to require additional approvals for ACH Entries or Funds Transfer Requests.

- c. You and/or your users agree to protect the secrecy of the User Identifications, Password or Mobile Authorization Code, and account data accessed via online banking, and we have no responsibility if you or a user discloses same.

You agree to notify us immediately if your User Identification or Password or Mobile Authorization Code is lost or stolen. If you disclose your User Identification or Password or Mobile Authorization Code to anyone, you understand that you have given them access to your accounts via online banking, and that you are responsible for any transaction they may make using your User Identification and Password or Mobile Authorization Code. You further understand that your User Identification and Password or Mobile Authorization Code are not transferable. You and all other account holders,

## *Online Banking Transaction Security Procedure (Continued)*

jointly and separately, agree to use your User Identifications and Password or Mobile Authorization Code in a proper and authorized manner and only for those purposes designated and/or authorized.

The occurrence of unauthorized access will not affect any transaction made in good faith by ECCU prior to the receipt of such notification and within a reasonable time period to prevent unauthorized transactions.

For security purposes, we recommend that you or your users memorize their own User Identifications and Password or Mobile Authorization Code and not write them down. The system gives you and your users the ability to change User Identification and Password or Mobile Authorization Code regularly.

- d. A user may only log in to online banking using his or her User Identification and Password. Once the user has entered his or her User Identification and Password, the user will be able to conduct any transactions consistent with the privileges and levels of access which have been granted the user by ECCU or the online banking Administrator.
- e. ECCU will rely on the User Identification and Password or Mobile Authorization Code provided by the individual submitting the funds transfer instruction.
- f. If a funds transfer instruction (or a request for cancelation or amendment) received by us claims to have been transmitted or authorized by you, it will be deemed effective as your instruction and you will be obligated to pay us the amount of the funds transfer even though the funds transfer was not authorized by you.
- g. If a funds transfer instruction (or a request for cancelation or amendment) received by us was transmitted or authorized by you, you will pay us the amount of the funds transfer, provided we accepted the funds transfer in good faith and acted in compliance with these security measures.
- h. You are responsible for all transfers and withdrawals you or your users conduct using online banking even if your users exceed the authority you have given them. We will not be responsible to you or to any third parties for any transactions that exceed limitations (as applicable) that you may have in place. If you or your users permit non-authorized persons to use online banking, or your user Identifications and/or your Password or Mobile Authorization Code, you are responsible for any transactions they conduct. You and your Users are responsible for maintaining the security of the computer(s) accessing Online Banking.
- i. You are responsible to adhere to our security procedures when using online banking. Such procedures may include identifying words or numbers, dual authorization, call-back procedures, special codes, or any other kind of procedure designed to ensure the funds transfer is an authorized instruction.
- j. **ACKNOWLEDGEMENT OF COMMERCIALY REASONABLE SECURITY PROCEDURES.** By submitting a funds transfer request using online banking, you represent that you have reviewed your requirements and you acknowledge and agree that you have determined that this security procedure is a satisfactory method of verifying the authenticity of funds transfer requests. You acknowledge that such security procedures



## *Online Banking Transaction Security Procedure (Continued)*

are for your protection and are confidential, and are to be held and maintained by you securely. You will assume all losses should the security procedures be breached by you in any way or should you not respond to them in a timely manner.

### **14. Funds Transfer Services**

In addition to the other provisions of this Agreement, this section applies to requests given to ECCU (by users) through online banking to transfer funds from your accounts at ECCU to an account or third-party beneficiary. “Funds Transfer Request” means an instruction given to ECCU by a user made in your name that funds be transferred to an account or a third-party beneficiary.

As previously noted, “Funds Transfer” means the series of transactions, beginning with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. The term includes any payment order issued by the originator's bank or an intermediary bank intended to carry out the originator's payment order.

“Fedwire” is the funds transfer system of the Federal Reserve Financial Institutions. ECCU or other financial institutions involved in a Funds Transfer may use Fedwire to complete the Funds Transfer Request.

ECCU will rely on your instructions to transmit the Funds Transfer Request; ECCU is not responsible to verify the accuracy of your instructions.

#### **a. ECCU's Responsibilities**

- i. ECCU will act on each Funds Transfer Request, received on a business day prior to ECCU's cut-off deadline, by making applicable entries or by transmitting appropriate instructions no later than the stated process date (if this date is not earlier than the day the request is received) or on the day the request is received if no process date is stated. ECCU may treat any request it receives after the cut-off deadline as received by ECCU on its next business day.
- ii. ECCU may utilize any means of transmission; funds transfer system, or intermediary financial institution reasonably selected by ECCU in acting on your requests. ECCU's selection may differ from instructions in your request. ECCU has no duty to detect any inconsistency in identification and, even if a different financial institution is paid, you will still be obligated to pay the amount of the Funds Transfer Request. Such requests may be subject to additional fees as assessed by the intermediary financial institution or settlement bank.

#### **b. Submission of Funds Transfer Requests**

- i. For Organizations: You agree that the online banking Administrator may submit Funds Transfer Requests to ECCU on your behalf. The online banking Administrator may grant authority to other users to submit Funds Transfer Requests. ECCU may contact the online banking Administrator or authorized users about any questions or error resolution associated with a particular Funds Transfer Request.

You have the ability to add a legal name (e.g., a valid DBA (Doing Business As), from which Funds Transfers can be sent). That is, the name which will display to the

## *Submission of Funds Transfer Requests (Continued)*

beneficiary. You have the ability to add or remove a DBA as a payment name by contacting ECCU. You agree that ECCU is not responsible for a Funds Transfer submitted using the legal name or that of a DBA.

- ii. **For Persons:** You agree that you will log in to online banking using your User Identification and Password. In order to submit a properly completed Funds Transfer Request form, you may also be asked to provide information unique to you or your account which is on file with ECCU. ECCU will verify this unique information with its records. If this information cannot be verified, an attempt will be made to resolve this issue by contacting you. If you are not available, ECCU may not process the Funds Transfer Request.
- iii. You agree that users will not initiate any Funds Transfer Requests which, if acted upon, would exceed the available account balance. If a conflict occurs regarding the available account balance, ECCU's records will govern.
- iv. You agree to pay ECCU the amount of each Funds Transfer Request on the date ECCU receives the Request. ECCU may, without prior notice, deduct the amount of each Funds Transfer Request from any account maintained by you with ECCU or any affiliate of ECCU.
- v. You agree that your instruction for a funds transfer will be carried out using commercially reasonable security procedures. These procedures may include identifying words or numbers, call-back procedures, special codes, or any other kind of procedure designed to ensure the Funds Transfer is an authorized instruction and to ensure its accuracy.

### **c. Rejecting Funds Transfer Requests**

- i. You agree that ECCU may reject any Funds Transfer Request which would exceed your available balance in the applicable account. Funds are not available if ECCU determines they are subject to a hold, dispute, or legal process. If ECCU creates an overdraft to complete a funds transfer, you will repay ECCU immediately without demand.

ECCU is not obligated to create an overdraft. ECCU may also reject a Funds Transfer Request if ECCU believes the request was not given by you or an authorized user, or if the request is in violation of OFAC or any applicable governing law. Refer to Section 6, *Governing Law*.

- ii. You agree that if ECCU rejects a Funds Transfer Request, ECCU will notify you, the online banking Administrator or authorized user, of the rejection verbally, electronically or in writing. ECCU will send the notice of rejection by the end of ECCU's next business day. ECCU is not liable for the rejection and is not obligated to pay you dividends for the period before you receive the notice of rejection.

### **d. Identifying Beneficiaries and Banks**

You must accurately identify the beneficiaries of your payment orders. If you give us the name and account number of the beneficiary, we and other banks may process the payment order based on the account number alone, even though, despite our security

## *Funds Transfer Services (Continued)*

procedures, the number may identify a person other than the beneficiary named. You must also accurately identify the beneficiary's bank, and if you specify them, intermediary banks. If you give us the name and identifying number of a bank, we and other banks may process the payment order based on the bank's identifying number alone, even though the number may identify a bank other than the bank named. ECCU has no duty to detect any inconsistency in identification and, even if an unintended person or entity is paid, you will still be obligated to pay the amount of the Funds Transfer Request.

### **e. Foreign Currency**

If a Funds Transfer Request involves foreign currency, you agree that ECCU may exchange your funds for the foreign currency at any time on or before the transfer date. In these cases you are, in effect, buying foreign currency at rates that may change at any time.

#### **i. Currency Risk**

Transacting in foreign currency may introduce risks such as those brought about by political or economic policy changes in a foreign country, which may substantially and permanently alter the conditions, terms, marketability, availability, or price of a currency. Rates are subject to change and those of more actively traded currencies change constantly. Rate changes may be the result of many factors including the stability of the foreign country and the liquidity of the currency.

#### **ii. Currency Rates**

Although we expect that our prices are reasonably related to those available on the interbank market, rates can vary from those available from other providers. ECCU provides rates at its sole discretion.

You agree to accept the risk of changes in these rates after the date/time on which you state you made the exchange.

### **f. Possible Delays**

You agree that missing or incomplete instructions that may conflict with state or federal law, may potentially delay the processing of your transactions and we are not liable for any such delays.

## **15. InterBank (External) Transfers**

Transfers between your account(s) with ECCU and your account(s) at other financial institutions (external non-ECCU accounts) are accomplished through an Automated Clearing House (ACH) debit against the account funds are being transferred from, and an ACH credit to the accounts to which funds are being transferred.

- a. In order to be accessible by online banking, accounts maintained at other financial institutions must be either a checking or a savings account and must be your accounts. You agree to provide the routing-transit number, as well as the account number.
- b. To ensure your security, when you add an account for external transfer, before you begin originating, you will be required to authenticate that you are the owner of the account.

### *InterBank (External) Transfers (Continued)*

Small dollar transaction(s) will be initiated to the external non-ECCU account for verification. The dollar values must be entered in online banking to open the transfer relationship. If the test transaction fails or is rejected, for security purposes ECCU may decline your external transfer request(s) and any or all other transactions, and may close your account with or without notice.

- c. Funds from InterBank transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that received the funds.
- d. External transfer credits to your ECCU account will be available no later than the business day after we receive final collected funds – funds are generally collected the next business day after the day of your transfer.
- e. External transfers scheduled to process on non-business days will be rescheduled for the next processing date.
- f. We reserve the right to set limits on incoming and outgoing transfer amounts.
- g. Fees may apply to external transfers.
- h. For outgoing credit (outbound transfer), we are placing a one day hold on the process date (one business day prior to the effective date).
- i. For outgoing debits (inbound transfer), we may place a three day hold on the process date (one business day prior to the effective date) to protect ECCU against non-sufficient funds returns.

### **16. Member to Member Transfer**

You can choose to make a single transfer to another ECCU member with online banking, or link another ECCU member's account (for deposit purposes only) to your online login.

For organizations, the online banking Administrator may grant authority to other users to submit member to member transfers. You agree that you or your users are authorized to conduct such transfers. You agree to use commercially reasonable security procedures available to you, such as Dual Control, Alerts, or an Authorization Token.

### **17. Automated Clearing House (ACH) Services (Organizations)**

In addition to the other provisions of this Agreement, this section applies to funds transfer entries ("Entry" or "Entries") users initiate through online banking or another ECCU-approved channel by means of an automated clearing house network pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association (NACHA), (the "Rules"). Unless otherwise defined in this section, capitalized terms used in this section (and the same capitalized term used elsewhere in this Agreement) will have the meanings provided in the Rules. The term "Entries" will have the meaning provided in the Rules and will also mean the data you send to us from which ECCU processes Entries.

You agree that ECCU has the right to terminate or suspend an Originator, or any Originator of a Third-Party Sender, or the Third-Party Sender for breach of the Rules. ECCU has the right to audit an Originator's or Third-Party Sender's and its Originators' compliance with this agreement and the Rules.

### *Automated Clearing House (ACH) Services (Organizations) (Continued)*

Originators agree to obtain a copy of the Rules annually along with any amendments and changes to the Rules and familiarize themselves with the Rules. A copy of the Rules may be purchased from Western Payments Alliance, at 415.433.1230, or from the Western Payments Alliance website (<http://www.wespay.org>).

For additional information regarding ACH, refer to the online *ACH User Guide*.

#### **a. Processing and Submission of Entries**

- i. You agree that the online banking Administrator may submit Entries through ECCU for the deposit (“Credit”) and/or payment (“Debit”) of money to and from the accounts of your customers maintained at ECCU and at other participating depository financial institutions by means of the ACH. The online banking Administrator may grant authority to other users to submit Entries. ECCU may contact the online banking Administrator or authorized users about any questions or error resolution associated with a particular File/Entry.
- ii. You agree that all Entry information submitted to ECCU must be in the medium required by ECCU and the format specifications required by the Rules or ECCU. ECCU may reject any files that do not comply with these requirements.
- iii. You agree that all drafted/approved ACH files are validated for true and accurate data within your approved Standard Entry Class (SEC) codes or exposure limits.
- iv. You agree that you will obtain an authorization from the Receiver prior to initiating a File/Entry under this agreement that conforms to the requirements of the Rules. An electronic or hard copy of the Receiver’s authorization will be provided to ECCU upon request, as required by the Rules.
- v. You have the ability to add a legal name, (e.g., a valid DBA (Doing Business As), from which ACH files can be originated). That is, the name which will display to the Receiver. You have the ability to add or remove a DBA as a Company Name by contacting ECCU. You agree that ECCU is not responsible for an ACH Originated file using the legal name or that of a DBA.
- vi. We recommend you provide an *ACH Calendar* annually for scheduled file transmissions. Changes to calendars may be submitted at any time, as long as three (3) business days’ notice is provided. In order to guarantee that an unscheduled file will be transmitted, three (3) business days’ advance notification is required.

#### **b. Processing, Transmittal, and Settlement by ECCU**

- i. Except as provided below with respect to “On-Us Entries” and “Rejection of Entries,” you agree that ECCU will (a) process Entries received from users to conform with the file specifications set forth in the Rules, (b) transmit such Entries as an Originating Depository Financial Institution (ODFI) to an ACH Operator and (c) settle for such Entries as provided in the Rules.
- ii. You agree that ECCU will transmit such Entries to the ACH by the deadline of the ACH which is one business day prior to the Effective Entry Date shown in such Entries, provided we receive such entries by our stated deadline on a day on which the ACH is open for business. Refer to the *ACH User Guide* located on our website

## *Automated Clearing House (ACH) Services (Organizations) (Continued)*

for ECCU deadlines. Entries will be deemed received by ECCU when the transmission and compliance with any related Security Procedure are completed. If any of these requirements are not met, ECCU will use reasonable efforts to transmit the Entries, in a file conforming with all requirements, to the ACH by the next deposit deadline on a day on which the ACH is open for business.

- iii. You agree that entries must be made only to accounts held at ECCU or other participating depository financial institutions as defined by the Rules.
- iv. You agree that all Entries initiated by you or your designee must be delivered through an ECCU-approved channel and be in accordance with this Agreement and the Rules.

### **c. “On-Us” Entries**

Except as provided in the *Rejection of ACH Files/Entries* section below, in the case of a File/Entry received for an account maintained with ECCU (an “On-Us Entry”), you agree that ECCU will credit or debit the Receiver’s account in the amount of the File/Entry on the Effective Entry Date contained in the File/Entry, provided the requirements set forth in this section (b)(ii) are met. If those requirements are not met, ECCU will use reasonable effort to credit or debit the Receiver’s account in the amount of the File/Entry no later than the next business day following the Effective Entry Date.

### **d. Rejection of ACH Files/Entries**

You agree that ECCU may reject any File/Entry that does not comply with the requirements of this section (a)(ii).

ECCU may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. ECCU may reject any File/Entry if you fail to comply with your account balance obligations under this section (h), *Settlement Account*. ECCU may reject any File/Entry if you do not adhere to security procedures as described in Section 13, *Online Banking Transaction Security Procedure*, or any applicable provision as described in this section.

You agree that ECCU will notify you verbally, electronically or in writing of any rejection no later than the business day the File/Entry would otherwise have been transmitted by ECCU to the ACH or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection will be effective when given. ECCU will have no liability to you by reason of the rejection of any such File/Entry or the fact that such notice is not given at an earlier time than that provided.

### **e. Limitations on Entries/Exposure Limits**

ECCU will monitor and measure Entries initiated over multiple settlement dates against pre-established exposure limits set for you. You agree that ECCU may limit and reject Files/Entries that exceed these pre-established exposure limits. ECCU will review and modify your exposure limits from time to time.

ECCU, at all times, reserves the right to suspend or terminate processing of Files/Entries for reasons of risk or violation of the Rules or of this Agreement, and has the ability to designate or terminate the Standard Entry Class (SEC) codes we will process for you.

## *Automated Clearing House (ACH) Services (Organizations) (Continued)*

### **f. Notice of Returned and Received Entries**

You agree that ECCU will notify you verbally, electronically, or in writing of a returned File/Entry from the ACH no later than one business day after the business day of the receipt. Except for a File/Entry retransmitted by you in accordance with the requirements of this section (a)(ii), ECCU will have no obligation to retransmit a returned File/Entry to the ACH if ECCU complied with the terms of this section with respect to the original File/Entry.

A return File/Entry that is not corrected and considered to be a recurrence of a previously reported infraction could result in an ACH rules violation. The fine structure for an ACH rules violation is defined in the Rules. Fines, as well as any legal expenses incurred by ECCU, will be charged to the originator of the ACH File/Entry that has not complied by correcting or acting on an original return notification.

Under the Operating Rules of the NACHA, which are applicable to ACH transactions involving your account, you agree we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **g. Payment for Entries**

You agree to pay ECCU the amount of each File/Entry transmitted by ECCU on the Settlement Date, which shall be the business day upon which an Entry is to be credited to your customer's account. Originating Credit Files require that funds to cover the amount of the file be on deposit the business day prior to the settlement date, which is also known as the processing date. ECCU will place a hold on the amount of the file one (1) to two (2) business days prior to settlement.

### **h. Settlement Account**

You agree to maintain a checking account ("Settlement Account") at ECCU with collected balances sufficient to offset any Entries submitted and against which any rejected/returned Entries may be credited or debited. ECCU will either charge or credit your Settlement Account on the Settlement Date for any Credit or Debit File/Entry you initiate. ECCU reserves the right, in the case of Credit Entries, to charge your Settlement Account on the date Entries are originated into the ACH system. If required, ECCU will give you prior written notice.

You agree to reimburse ECCU with good and collected funds in the amount required by ECCU if, after settlement has been made by ECCU, any Debit Entry is rejected or if any adjustment memorandum that relates to any such Debit Entry is received by ECCU. Such reimbursement will be made on the date such rejection or memorandum is received by ECCU.

In the event there are not sufficient funds in the Settlement Account to cover your obligations under this Agreement, ECCU may debit any account maintained at ECCU or its affiliates in order to obtain payment of your obligations under this Agreement.

## *Automated Clearing House (ACH) Services (Organizations) (Continued)*

### **i. Your Representations and Warranties Concerning Entries**

With respect to every Entry you initiate as a user, you represent and warrant to ECCU, and will be deemed to have made the same at the time each Entry is initiated, that:

- i. Each person shown as a Receiver on an Entry received by ECCU from you has authorized the initiation of the Entry and the crediting, in the case of a Credit Entry, or debiting, in the case of a Debit Entry, of its account in the amount and on the Effective Entry Date shown on the Entry and such authorization is operative at the time of transmittal or crediting or debiting by ECCU, as applicable;
- ii. You and your users have complied with all the things with respect to each Entry required or contemplated by this Agreement and by the Rules;
- iii. Entries you transmitted to ECCU will be limited to those types of Entries set forth in this section (a)(ii);
- iv. None of your warranties or the warranties of ECCU have been or will later be breached;
- v. Each Entry in no way violates any federal, state, or local statute pertaining to fund transfers, including the Electronic Fund Transfer Act and Regulation E, and all such other laws and regulations. You must perform your obligations under this section and this Agreement in accordance with all applicable laws and regulations including but not limited to this section (j);
- vi. You will be bound by and comply with the Rules in effect from time to time, including, without limitation, the provision for making payment of an Entry by the Receiving Depository Financial Institution (RDFI) to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and
- vii. You, as the Originator, are liable for any fraudulent transactions that may result from ECCU processing an ACH file accepted on your behalf even if you have followed commercially reasonable security procedures.

You specifically acknowledge and agree that you have received fair notice of the Rules regarding provisional payment and of the fact that, if the settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited, and you will not be deemed to have paid the Receiver the amount of the Entry. You will indemnify ECCU against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the previously mentioned representations and warranties.

### **j. OFAC Compliance**

The ACH Network is subject to the requirement to comply with OFAC regulations. All U.S. citizens and permanent resident aliens, companies located in the U.S., overseas branches of U.S. companies, and, in some cases, overseas subsidiaries of U.S. companies fall under OFAC jurisdiction. In terms of the ACH Network, this means that all U.S. ACH participants, including Originators, ODFIs, Receivers and RDFIs, need to be aware that they may be held accountable for sanctions violations and must understand their



## *Automated Clearing House (ACH) Services (Organizations) (Continued)*

compliance obligations. Originators acknowledge and agree that they may not initiate Entries that violate the laws of the United States. This regulation, plus the current OFAC list is available at <http://www.treas.gov/ofac>.

### **k. Data/Document Retention**

You agree to retain data on file adequate to permit remaking of Entries as specified in the Rules, and will provide such data to ECCU upon ECCU's request. An originator must retain the original or a copy of each written authorization of a receiver, or a readily and accurately reproducible Record evidencing any other form of authorization, for two years from the termination or revocation of the authorization. Accounts Receivable (ARC) entries must be retained for two years from the settlement date, to be given to the Receiver or RDFI under the Rules and will, upon request of ECCU, furnish such original or copy to ECCU for any purpose authorized by the Rules.

### **l. Name and Account Number Inconsistency**

You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by ECCU to the RDFI may be made by the RDFI (or by ECCU in the case of an On-Us Entry) on the basis of the account number supplied by the user, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to ECCU is not excused in such circumstances.

### **m. Notifications of Change**

You agree that ECCU will notify you of all Notifications of Change (NOC) received by ECCU relating to Entries transmitted by users orally, electronically, or in writing no later than one (1) business day after receipt. NOCs that are not corrected and are considered to be a recurrence of a previously reported infraction could result in an ACH rules violation. The fine structure for an ACH rules violation is defined in the Rules. Fines, and any legal expenses incurred by ECCU, will be charged to the originator of the ACH File/Entry that has not complied by correcting or acting on an original NOC.

### **n. Receiver's Rights to Refund for Debit Entries**

You agree and acknowledge the right of a Receiver to obtain a refund of the funds debited from a Receiver's account by the Receiver sending a notice to the RDFI within sixty (60) days after any Debit Entry is made to the Receiver's account or fifteen (15) days after Receiver's monthly statement is made available to the Receiver, whichever occurs first, identifying the Entry, stating it was an error, and demanding that the amount of the Debit Entry be credited back to the Receiver's account. You agree to promptly reimburse ECCU for all funds you have received when the Receiver follows the procedures outlined in the Rules. In the event the ECCU account in which the funds were received for this entry is closed, you agree you are responsible for resolution.

## *Automated Clearing House (ACH) Services (Organizations) (Continued)*

### **o. Transaction Records**

All related records used by ECCU in rendering ACH services are and will remain its property. Upon termination of this Agreement, ECCU will, at your request, make available information contained in such records then available. You will pay for any expenses ECCU incurs in doing so.

## **18. Fraud Mitigation Services**

### **a. Fraud Mitigation Services**

The terms and conditions contained here, govern the use of ECCU's Automated Clearing House (ACH) Blocks and Filters and Positive Pay services (Services). Services are available to ministry and business members through Online Banking. By enrolling in one or both Services, you agree to the terms and conditions contained in this section and the entire *Online Banking Agreement*, as well as those contained in the agreements that your account(s) are additionally governed by, including but not limited to: ECCU's *Ministry and Business Account Agreement and Disclosures* and *Ministry and Business Account Information and Fee Schedule*.

### **b. Definitions**

Pertaining to the Services, the term Item(s) means any check or ACH transaction that is presented against or posted to your account(s).

### **c. Description of ACH Blocks and Filters**

ACH Blocks and Filters is an online fraud mitigation service designed to help reduce the likelihood of an unauthorized ACH transaction being paid against your account(s). You create ACH Blocks and Filter Rules (ACH Rules) that specify which ACH debits and/or credits are pre-approved and allowed to post to your account(s). Any ACH payment that does not match your ACH Rules will be reported electronically back to you as an exception. You will have an opportunity to review all exception Items and instruct us whether to pay or return Item(s) not authorized by you.

### **d. Description of Positive Pay**

Positive Pay is an online fraud mitigation service designed to help reduce the likelihood of an unauthorized or fraudulent check being paid against your account(s). You upload electronic files (or manually enter details that identify checks that have been validly issued by you to be paid against your ECCU account(s). As checks are presented for payment, we will match the incoming checks against your list of issued Items. Any Item that does not match your list of validly issued checks, will be reported electronically back to you as an exception. You will have an opportunity to review all exception Items and instruct us to return any exception Item(s) that appear to be counterfeit, altered, or is not otherwise validly issued by you.

## *Fraud Mitigation Services (Continued)*

### **e. ACH Blocks and Filter Rules (ACH Rule)**

ACH Rule(s) specify which ACH debits and/or credits are authorized to post to your account(s) without generating an exception. ACH Rule(s) must be created, updated, and deleted by you, through the Online Banking Service. ACH Rule(s) may not be created, updated, or deleted by phone, email, or any other method outside the Service.

### **f. Check Issue Data**

You will provide ECCU with a complete Check File which includes the following Check Issue Data: check issued date, check issued serial number, check issued amount, check issued account(s). You may also use the Services to enter individual Check Issue Data. You may send more than one Check File per day. You agree to provide the Check Issue Data to us on the same day that the checks are issued. We will utilize the Check Issue Data you provide to electronically compare the check Items presented against your account(s).

### **g. Check File Transmission Requirements**

You must submit your check file in a supported format. Supported formats include Excel and delimited (comma, tab, space, semicolon) file formats.

### **h. Payment of Items**

If an Item presented against your account matches either the Check Issue Data or an ACH Rule, the payment will remain posted to your account and an Exception Item will not be generated.

### **i. Exception Items**

Exception Items are created when an Item is presented for payment that was not included in the Check Issue Data or did not match an ACH Rule submitted or created by you. When generated, Exception Items are made available in the Services by 4:00 a.m. (Pacific Time) and 7:00 a.m. (Eastern Time) on a business day.

### **j. Payment Decision**

You will review all Exceptions Items and make a Pay Request or Return Request by the Payment Decision Deadline. Pay Request means your instruction to us to pay (accept) an Exception Item for payment against your account. Return Request means your instruction to us, not to pay (decline) and return an Exception Item. A Payment Decision must be completed by you within the Services. A Payment Decision may not be completed by phone, email or by any other method outside the Services.

In addition, a Return Request for an ACH Item, whether by Payment Decision or Default Payment Decision is your statement of authorization to return the ACH debit as unauthorized, improper, ineligible, or part of an incomplete transaction.

## *Fraud Mitigation Services (Continued)*

### **k. Deadlines**

#### **i. Check Issue Data and ACH Rule Deadline**

To be available for next business day exception processing, Check Issue Data and ACH Rules must be provided by no later than 5:00 p.m. (Pacific Time) and 8:00 p.m. (Eastern Time) on a business day.

#### **ii. Payment Decision Deadline**

You must notify us of any Pay Request or Return Request for all Exception Items by 10:00 a.m. (Pacific Time) and 1:00 p.m. (Eastern Time) on the same business day as an Exception Item is generated.

### **l. Default Payment Decision**

In the event that you fail to make a Pay Request or Return Request by the Payment Decision Deadline, you will be conclusively presumed to have explicitly authorized ECCU to follow the Default Payment Decision decided by you on the Services application. The Default Payment Decision defines whether ECCU will pay or return an Item when a Payment Decision is not made by you, prior to the Payment Decision Deadline

### **m. Limitation of Liability and Indemnification.**

Any Item that we return in accordance with the terms of these Services will be deemed not to be properly payable. Any Item presented against the account(s) that a member authorizes us to pay in accordance with the Services will be paid without our performing any other verification procedures. You hereby agree that, once you have made a Return Request on an Item presented against your account(s) utilizing the Services, we will have no liability whatsoever for paying the Item, regardless of whether or not the Item was validly issued by you and whether or not we have performed any additional verification procedures related to the Item. You agree to indemnify and hold us harmless from any losses or liabilities you may suffer or incur as a result of our returning or paying an Item presented against your account(s) based upon your Payment Decision or Default Payment Decision.

We shall be responsible only if (a) we dishonor an Exception Item and we have been ordered by you to pay pursuant to a proper Pay Request received by us by the Payment Decision Deadline or (b) we pay an Exception Item and have received a Return Request from you by the Payment Decision Deadline. In the event of error or omission for which we are legally responsible as provided in the foregoing sentence, our responsibility shall not exceed the value of the Item. In no event shall we be liable for any consequential, special, punitive, or indirect loss or damage which you may incur or suffer in connection with the Services, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from our acts or omissions in performing its Services under this Agreement.

Notwithstanding anything in this section or the Agreement to the contrary, we shall have no liability to you for wrongful dishonor when we, acting in good faith, return an Exception Item:

## *Fraud Mitigation Services (Continued)*

- i. that we reasonably believed was not properly payable; or
- ii. if there are insufficient Available Funds on deposit in the Authorized Account; or
- iii. if legally required to do so for any reason including but not excluding instruction of regulatory bodies or government authorities or courts; or
- iv. if you fail to provide proper and timely notice to pay the Item.

### **n. System Availability**

There may be times when all or part of the Services are temporarily unavailable due to system outages, maintenance, or technical difficulties. In the event the system is unavailable, you agree to notify us promptly. ECCU is not liable for a Payment Decision if you fail to promptly notify us upon learning that the system is unavailable. In the event of a system problem and ECCU cannot send the Exception Item information in sufficient time for you to respond by the Payment Decision Deadline, the deadline may be extended accordingly. The extended deadline will be communicated to you via email.

ECCU shall not be liable for any loss or damage on account of your internet service, browser, or email provider blocking (whether on account of “firewall,” system failure, or otherwise) or preventing the ECCU emails from reaching you.

### **o. Services Fees and Additional Charges**

Services fees are outlined in the *Ministry and Business Account Information and Fee Schedule*. You agree to pay such fees and authorize us to deduct the amount from your account(s). You are responsible for all fees, service charges or data usage amounts that may be assessed by your internet or mobile phone provider.

### **p. Termination**

We may terminate the Services at any time for any reason by providing written notice to you by email or mail. Any termination of the Services by us shall not affect any of your obligations under this agreement regarding all Items initiated prior to such termination.

You may terminate the Services by providing written notice to us by email or mail; such notice shall be effective the business day following our receipt of the cancellation notice.

## **19. Bill Pay**

You may use ECCU’s bill pay to direct ECCU to make payments from your designated account to the “Payees” you choose in accordance with this agreement and all other applicable account agreements. “Payee” means anyone you designate and ECCU accepts as a “Payee.” ECCU will make every effort to accommodate your request.

### **a. Payees/Payments**

ECCU reserves the right to refuse the designation of a “Payee” for any reason. ECCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

## *Bill Pay (Continued)*

### **b. Payroll Deposits (Organizations)**

Organizations with bill pay may make payroll deposits; that is, pay employees electronically by direct deposit.

Organizations are responsible for managing employee bank account information and ensuring bank account information is current.

Organizations can create a payroll schedule to ensure employees are paid timely. Bill pay communicates the date by which payroll must be processed and the date on which employees will be paid. ECCU is not responsible for missed deadlines resulting in late employee payroll deposits.

### **c. Canceling a Payment**

A bill payment can be changed or canceled any time prior to the cut-off time on the scheduled process date.

### **d. Available Funds**

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as any other payment obligations you have to ECCU.

ECCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.

If you do not have sufficient funds in the account and ECCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand, including any associated fees.

You further agree ECCU, at its option, may charge any of your ECCU accounts to cover any payment obligations.

### **e. Cut-Off Time**

ECCU reserves the right to change the cut-off time and will notify you of the changes.

### **f. Liability**

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.

ECCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. ECCU is not liable for any failure to make a bill payment if you fail to promptly notify ECCU after you learn that you have not received credit from a "Payee" for a bill payment.

## **20. Subsidiaries (Organizations)**

A subsidiary is a secondary or alternate company profile that you can use when you create a payment or template. You can use subsidiaries when your organization requires that you create transactions for one or more existing DBAs.

## *Subsidiaries (Organizations) (Continued)*

When you include a subsidiary in a payment, we substitute the legal name of the organization with the DBA name you select when we send the processed transaction to the receiving financial institution.

All subsidiaries added will need to be valid and approved DBAs on file with ECCU; otherwise, the transaction(s) will not be processed.

## **21. Account Reconciliation Services Downloading Activity**

You can download account activity to any external source including Quicken®, QuickBooks®, other financial accounting software, personal PC or network. You agree that ECCU is not responsible for the transmission of this information, the validity after download, or its security and storage.

## **22. Mobile Check Deposit Terms and Conditions**

The terms and conditions contained here, govern the use of ECCU's Mobile Check Deposit service. By enrolling, you agree to the terms and conditions contained in this section and the entire *Online Banking Agreement*, as well as those contained in the agreements that your account(s) are additionally governed by, including but not limited to: ECCU's *Account Agreement and Disclosures* and *Account Information and Fee Schedule* applicable to your accounts, and ECCU's *Privacy Policy*—as applicable.

### **a. Terms**

“Mobile Device” includes the use of any mobile phone, tablet, or personal computer utilized to access online banking functions and services and is acceptable to capture images for the purposes of deposit.

“Image” means the electronic image of the front and back of an item, in addition to other required information required by us for processing.

### **b. Mobile Check Deposit Service**

You may use this service to deposit items to your account by creating an Image of the item, using a Mobile Device, and transmitting that Image to us.

### **c. Image Quality**

You are responsible for the image quality of any Image that you send to us electronically. If an Image for deposit that we receive from you is not sufficient quality to process, we may reject the Image without prior notice to you. Images must contain the front and the back of the item and must be clearly readable.

### **d. Processing Images**

You authorize us to process any Image received from you using financial industry standards for processing images.

### **e. Check Storage, Retention and Destruction**

We recommend you securely store your check for 7–10 days. After that, properly destroy the check to ensure it is no longer negotiable.

## *Mobile Check Deposit Terms and Conditions (Continued)*

### **f. Deposit Limits**

We may establish deposit limits on the dollar amount or the number of items or deposits from time to time. If you attempt a deposit that exceeds the deposit limit, we may reject the deposit. If we allow a deposit in excess of the deposit limits, that deposit is subject to the terms of this Agreement and we are not obligated to allow for additional deposits that exceed the stated limits, to occur.

### **g. Service Limitations**

You agree not to deposit any item not qualified under this service. Qualified items include original checks, cashier's checks, official checks, U.S. Treasury checks, all within the United States and payable in U.S. currency and payable to you. You agree that we may block the use of this service, if in our sole opinion, we believe the service as it is being used presents undue risk to ECCU.

### **h. Returned Items**

You agree and are responsible for any item for which you have been given a provisional credit, and it is ultimately returned or rejected, that we may charge your account. All deposits received and credited are subject to verification and final settlement.

### **i. Funds Availability**

You agree that the Images transmitted using Mobile Check Deposit are not subject to the funds availability requirements as stated in the *Account Agreement and Disclosures* applicable to your accounts. For cut-off times and banking days, please refer to the *Account Agreement and Disclosures*.

### **j. Representation and Warranties**

You and any authorized user agree that you will use this service applying all rules and regulations, instructions, policies, and operating specifications and will not violate any laws in any country. You will transmit and deposit only qualified Images. You warrant that items deposited have not been altered, bear all required endorsements including the restrictive endorsement of "ECCU for mobile deposit," are legible on the front as well as the back of the item, are payable to you and NOT to a third party, have not previously been presented for deposit and are drawn on a U.S. financial institution and drawn in U.S. Dollars. You agree not to receive payment more than once for a check deposit regardless of original deposit method.

## **23. Transaction Errors or Discrepancies**

You agree to give ECCU written notice (including the relevant facts) of any discrepancy between your records and the information shown in the applicable periodic statement within thirty (30) days after you receive the first periodic statement which has a discrepancy. If you fail to notify ECCU within this thirty (30) day period, ECCU will not be liable for any loss of dividends or otherwise required to compensate you, or credit or adjust your account for any actual or claimed loss of dividends or any dividends equivalent because of a discrepancy between your records and the information shown in the notice or statement. If you fail to uphold your duties but you can prove that we failed to exercise ordinary care in the payment



### *Transaction Errors or Discrepancies (Continued)*

of the relevant items, then the above preclusion will not apply and the loss on the items will be allocated between you and us to the extent our respective actions contributed to the loss.

If you have failed to examine your statement and report any unauthorized item six (6) months or more after your statement or the item has been made available to you, you cannot recover from us even if we failed to exercise ordinary care in paying the item.

You agree that we do not provide you with a separate written confirmation for individual transfers conducted through online banking (including, as applicable, ACH Entries or Funds Transfer Requests). Confirmation is available through your online account information and your periodic statements.

## **24. Transaction Posting**

As applicable and with the exception of ACH Entries and Funds Transfer Requests, you agree that transactions made within timeframes established by ECCU on any business day are posted to your account that same day. Transactions made after timeframes established by ECCU on weekends or holidays will be posted no later than the following business day. Deadlines for ACH Entries and Funds Transfer Requests are available in the *ACH User Guide* or the *Wire Transfer User Guide* respectively.

## **25. Secure Messaging**

You should not rely on Secure Messages if you need to communicate with us immediately. We will have a reasonable time to act upon any Secure Messaging request, and reserve the right to reject any transaction or request received by Secure Messaging (e.g., Funds Transfer Request).

## **26. Alerts**

You agree that you can set up event-driven alerts to notify you when a balance change has occurred, a check has cleared, and more. The alert feature is provided for your convenience and you must log in to access the service for detailed information. We attempt to provide these alerts in a timely manner, but we will not be liable to you if we fail to do so for any reason or for any errors contained in an alert. You have the option of including a mobile phone number in your online banking profile. By adding a mobile phone number, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to use the mobile phone number for online banking. Text or carrier fees may apply.

## **27. Export Limitations**

You understand and agree that to access online banking, you and/or your users' browser software will require encryption capabilities that may be subject to strict export license requirements prior to export from the U.S. or Canada. We do not provide browser software. You and/or your users must obtain browser software directly from the manufacturer.

You agree that you and/or your users will not download, ship, transfer or export any browser software or other software or technical data for use with online banking or download a Service Provider's direct product into any country or use these in any manner prohibited by the United States Export Administration Act or the requirements of the Export

## *Export Limitations (Continued)*

Administration Regulations (15 CFR Parts 730-774) (the “EAR”) or any other regulation, law or Executive Order.

Further, you agree that you and/or your users will not use online banking from any country to which the U.S. has embargoed goods. As applicable, you will advise your users of these export limitations and be responsible for any violations caused by them. Your obligations under this provision shall remain in effect after termination of this Agreement.

## **28. Information We Send You Electronically**

Unless you instruct us otherwise you agree that we may provide the following categories of records to you electronically, and we may update this list without notice to you:

- This Agreement and all other applicable account agreements and addendums, including changes and modifications to these agreements and addendums.
- Disclosures that the law requires us to provide you concerning your accounts.

We refer to all of the above information we provide you electronically as “Electronic Record(s).”

You agree that you will accept and read these Electronic Records. Any Electronic Record provided to you by us will be considered as if sent by U.S. Mail, postage prepaid, and will be considered received by you within three (3) days of the date sent by us, even if you have not signed on to online banking within that time frame.

You need the following hardware and software to access and retain Electronic Records we send you: a personal computer, tablet, or phone equipped with an email software application, any PDF viewer software, and an active connection to an Internet Service Provider.

We will not typically send you a paper copy of an Electronic Record unless you request one by calling us at 800.634.3228 for Personal accounts, 800.921.1130 for Ministry and Business accounts, or writing to us at P.O. Box 2400, Brea, CA 92822-2400.

You agree that you may withdraw your consent at any time by calling or writing us at the number or address above. If you withdraw your consent, we will send you a paper copy and may also send you an Electronic Record. You must keep us informed of your current email and postal mailing addresses by calling or writing us at the number or address above.

We may charge you a fee as stated in our *Account Information and Fee Schedule* for providing a paper copy of Electronic Records.

If you withdraw consent to electronic delivery of disclosures, your use of online banking may be terminated.

## **29. Online Statements**

Online statements are an online version of your printed statement provided in a PDF format. You will automatically receive online statements as part of online banking, at least quarterly. You will receive a monthly statement for any account that has electronic banking activity. You agree to the related terms and conditions for this feature as stated in this Agreement.

### *Online Statements (Continued)*

#### **a. Eligible Account Types**

Online statements are available for any checking, savings, and money market accounts that you are accessing through the services. Loan statements are not available online.

#### **b. Required Software**

The online statement file format is PDF and can be viewed using any PDF viewer software.

#### **c. Discontinuing Paper Statements**

To discontinue paper statements, you must opt-out through online banking. You understand that you will no longer receive your statements, checks, or check images by mail for the account or for any future accounts you may add to online banking.

### **30. Our Responsibilities, Liability, Limitations on Liability, and Indemnity**

We will not be responsible for your or your users' acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any intra-financial institution transfer, InterBank Transfer, ACH File/Entry, Bill Payment, Funds Transfer Request, or request to amend or cancel same received from you or your users), nor the acts or omissions of any other person or entity including, without limitation, any Federal Reserve Financial Institution, ACH or transmission, information or communications facility, any Receiver, Beneficiary, Intermediary Financial Institution or RDFI (including without limitation the return of an ACH File/Entry or Funds Transfer Request by such Receiver or RDFI) and no such person will be deemed our agent.

For Funds Transfer Requests which are subject to either Article 4A of the Uniform Commercial Code or Regulation J, ECCU is not liable for any expense, claim, loss, damage, or cost (collectively "damages") which arises out of or relates to its performance under this Agreement other than those required to be paid under Article 4A or Regulation J, as applicable, provided; however, ECCU is not liable for any such damages to the extent provided in this Agreement.

ECCU will only be responsible for acting on instructions sent through online banking which are actually received. Except as otherwise stated in this Agreement or as required by law, our entire liability, and the liability of any Service Provider and your exclusive remedy with respect to online banking is the replacement of any browser or software, if any, provided to you by ECCU.

You are solely responsible for the selection, installation, maintenance, and operation of your computer, mobile device, software, and connection to an Internet Service Provider.

## 31. No Warranties

You agree that ECCU does not make any representations or warranties with respect to the legal effect or sufficiency, under any federal, state or local statute or regulation or other law, of any forms, documents or other matters that we may provide to you from time to time in connection with this Agreement or the services available through online banking. **NEITHER WE NOR ANY SERVICE PROVIDER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING, SOFTWARE OR BROWSER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

## 32. Incorporation by Reference

The *Online Banking Frequently Asked Questions* (FAQ) located on our website contains important information relating to your use of online banking. Certain sections of this Agreement specifically refer to an FAQ or User Guide for additional information. These documents, as amended from time to time, are fully incorporated by reference into this Agreement. You and your users agree to refer to these documents when reference is made in this Agreement or when additional features, benefits, and questions arise as to the use of online banking.

## 33. Relationship

You agree that this Agreement does not create any agency, fiduciary, joint venture, or partnership relationship between you and ECCU and does not provide any rights or remedies to any person other than you and ECCU.

## 34. Waiver

You agree that ECCU or you may delay exercising their rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time.

## 35. Severability

If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, you agree that the remainder of this Agreement, and the application of the provision to other persons or circumstances, is not impaired or otherwise affected.

## 36. Agreement Controls

Both you and ECCU will be bound by this Agreement. If there is a conflict between this Agreement and something said by one of our employees, you agree that this Agreement controls. Any prior agreement between you and ECCU concerning any subject matter contained in this Agreement is superseded by this Agreement. This Agreement constitutes the entire agreement between you and ECCU concerning its subject matter.

**NOTICE: IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT,  
DO NOT USE ONLINE BANKING.**