

**In this Online Banking Agreement and Disclosure, the words "you", "your" and "yours" mean each and every one of you who registers for or who utilizes the Online Banking service. The words "we", "us", "our", and SCCU each mean Spokane City Credit Union. "Agreement and Disclosure" means this Online Banking Agreement and Disclosure.**

This Online Banking Agreement and Disclosure specifically governs the Spokane City Credit Union Online Banking service (Online Banking) and contains your and our rights and responsibilities and the terms and conditions under which this service is provided. Please read this Online Banking Agreement and Disclosure carefully and retain it for your records.

When you Register for the Spokane City Credit Union Online Banking service or permit another to Register and use the Spokane City Credit Union Online Banking service on your behalf, you acknowledge receipt of this **Online Banking Agreement and Disclosure** and agree to be bound by all terms and conditions contained herein, all terms and conditions contained in the **Online Services E-SIGN Act Consent and Disclosure**, as well as all of the other agreements with you governing your Spokane City Credit Union share accounts, loans, lines of credit, and any other product or service accessible or available through this Online Banking service. You should review those agreements and disclosures for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions which might impact your use of a share account, loan, line of credit, or other product or service within the Online Banking service.

By enrolling in other services available within Online Banking, such as the e-Statement Service, Fund Transfer Service, and Online BillPay Service, and/or by authorizing others to do so on your behalf, you agree to be bound by the terms and conditions of those agreements and disclosures. Spokane City Credit Union may amend the terms of this Agreement and Disclosure and its other agreements and disclosures from time to time without notice, except as may be required by Law. We may modify or cancel your Online Banking service or other Services available through the Online Banking service at any time without notice, at our discretion, except as may be required by Law. You agree to follow all Online Banking service instructions as reflected on your computer monitor or other system access device screen.

**CHARGES AND FEES:** There is no charge for the Online Banking service, e-Statement Service, Fund Transfer Service or Online BillPay Service. Specific transaction-related fees may apply to the Online BillPay Service and Fusion Digital

services. You are solely responsible for the payment of any Internet Service Provider and telephone and utility company charges incurred in connection with accessing our Online Banking service.

**SERVICES:** With Online Banking you can access and view your Spokane City Credit Union accounts, process transactions 24 hours a day seven days a week, and:

- View account balances, history, transaction detail, and paid checks;
- Transfer funds between accounts and make loan payments;
- Obtain and customize reports that identify and track your spending;
- Set up Alerts to notify you of new transactions and balance changes on your accounts;
- Receive your Spokane City Credit Union account statement online electronically with our e-Statement Service
- Open new Spokane City Credit Union share accounts;
- Apply for a vehicle loan, Credit Card, or even a Mortgage Loan or Home Equity Line of Credit;
- Transfer funds to or from your accounts at other financial institutions through our Fund Transfer Service (*you must specifically enroll in this service*);
- Pay your bills with our Online BillPay Service (*you must specifically enroll in this service*);
- Update your Spokane City Credit Union account Profile Information, such as phone number, email address, and street address, and change your Online Banking Username and Password; and
- Chat live with a Spokane City Credit Union Customer Service Officer.

**e-Statement Service (You must set your Statement Preferences to Online Statements and enroll in this service via Online Banking):** You can receive your account statements, and Tax Statements online electronically when you enroll in the e-Statement Service.

**Fund Transfer Service (You must specifically enroll in this service via Online Banking):** With the Fund Transfer Service you can set up one-time or recurring funds transfers to and from your accounts at other financial institutions, to and from your Spokane City Credit Union accounts. A separate Fund Transfer Service Agreement and Disclosure will be provided to you in connection with your enrollment in this specific service.

**Online BillPay Service (You may enroll in this service via Online Banking):** Pay your bills online with our Bill Payment Service. Bill Payments can only be made from your checking account. By enrolling in the Online BillPay Service you will also have access to the Fusion Digital Service which allows you to make person-to-person payments to other parties. Restrictions apply.

**DEFINITION OF OTHER TERMS:**

- **ACH** means an electronic funds transfer transaction processed through the Automated Clearing House.
- **Business Day** means Monday through Friday, except Credit Union holidays.
- **Consumer Account** means a Share Account or Loan Account owned by one or more individuals and used for personal, family, or household purposes. Other accounts, including business and other non-natural person accounts are considered Non-Consumer Accounts.
- **Law means** Federal Law applicable to this Online Banking service, and to the extent not superseded by Federal Law, the Laws of the State of Washington and the Laws of the state applicable to your Share Account, if applicable.
- **Loan Account** means an eligible personal loan, line of credit, credit card, home equity loan, home equity line of credit, and residential mortgage loan. As other loan types become eligible, they will be subject to the terms of this Agreement and Disclosure.
- **Share Account** means an eligible savings, checking, money market, or certificate account owned by you.

**HARDWARE AND SOFTWARE REQUIREMENTS:** You must have access to a computer with browser software, and an active/operating email address (at your cost).

By affirmatively registering for the Online Banking service, you confirm that you have access to the necessary hardware and software.

**EMAIL ADDRESS AND KEEPING YOUR INFORMATION CURRENT:** In order to communicate with regarding your Online Banking services and the related products and services you request and/or utilize, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your Profile Information via the Online Banking Service, or by calling us at 509-325-7228, by

submitting your change to us in writing via mail to Spokane City Credit Union, 1930 N. Monroe St, Spokane City, WA 99205, or by visiting our branch.

**CREATION AND CONFIDENTIALITY OF YOUR USERNAME AND**

**PASSWORD:** You are required to create a Username and Password in connection with your registration and use of the Online Banking service. You should create a complex Username and Password so that others cannot guess or figure out what they are. The Username and Password are required for security purposes in connection with the authentication of your access to the Online Banking service and the transfers and payments you initiate through the Online Banking service. Your Username and Password are confidential and should NOT be disclosed to others or recorded on documentation or records located on or around your personal computer. You are responsible for the proper safekeeping of your Username and Password. You agree not to disclose or otherwise make your Username and Password available to anyone. If you authorize anyone to use your Username and Password, that authority shall continue until you specifically revoke such authority by changing the Username and Password or by notifying us and creating a new Username and Password. You understand that if you reveal your Username and Password to anyone, you have authorized that individual to transfer and withdraw funds from any of your accounts which can be accessed by the Username and Password, regardless of whether that person is authorized to transfer or withdraw funds from the account(s) by any means other than by use of Online Banking.

If you fail to maintain security of your Username and Password and we suffer a loss, we reserve the right to terminate your Online Banking services under this Agreement and Disclosure as well as your other Spokane City Credit Union account and loan products and services. Users of the Online Banking service should utilize such other Username and Password protection precautions as may be appropriate under any particular set of circumstances to ensure proper security over system access and access to account and transaction information and funds transfer capabilities. Online Banking provides the capability for you to change your Username and Password at any time. To help safeguard your security, you should change your Username and Password frequently. **If you forget your Username or Password you should first utilize the "Forgot Username" and/or "Forgot Password" feature available on the Sign In webpage to assist you. Otherwise, if you forget your Username or Password or your system access is locked or disabled due to the use of an incorrect Username or Password, contact Spokane City Credit Union at 509-325-7228. We may require that you re-register to gain access to the Online Banking service.**

**BUSINESS AND PROCESSING DAYS:** Our business days are Monday through Friday, excluding holidays. The Business Day cut-off time is approximately 4:00 P.M. Pacific Time (PT), after which transactions will reflect an effective date of the calendar day you initiated the transaction, but a posting date of the next business day. Similarly, transactions that you initiate on nonbusiness days (Saturday, Sunday and Holidays) are effective dated the date the transaction was initiated by you, but will reflect a posting date of the next business day. Online Banking service may be interrupted for a short time each day for data processing. Dividends on accounts and finance charges on loans will be calculated utilizing the effective date of the transaction.

### **CHECKING ACCOUNT TRANSACTION LIMITS AND RESTRICTIONS ON TRANSFERS TO OR FROM CERTIFICATE AND/OR OTHER**

**RESTRICTED ACCOUNTS:** There are no limits on the number or dollar amount of transactions you may initiate from your Spokane City Credit Union checking account through Online Banking (except through the Web BillPay and Fusion Digital services which have separate limits), provided collected funds are available in your checking account or sufficient credit is available on your line of credit. You cannot initiate transfers using Online Banking to or from a certificate account or any restricted account. Overdraft protection (if any) is NOT automatically triggered to cover "insufficient funds" transactions. We reserve the right to limit the frequency and dollar amount of any transactions at any time for security reasons.

### **TRANSACTION LIMITATIONS ON SAVINGS AND MONEY MARKET**

**ACCOUNTS:** During any calendar month you may not make more than a total of six (6) transfers from any **Savings** to your other Spokane City Credit Union accounts or to a third party by means of an Online Banking transfer, preauthorized electronic funds transfer, automatic transfer, Fund Transfer Service transfer, overdraft protection transfer, telephone order or instruction, request transmitted via facsimile machine, or transfer initiated through our Telephone Banking service.

These limitations **do not apply** to transactions conducted at ATMs, in person, or by mail. Also, internal transfers to make payments to your Spokane City Credit Union loans, and requests for withdrawals by check **made payable to you**, are excluded from this limitation.

**FUNDS AVAILABILITY AND ACCRUAL OF DIVIDENDS:** Funds from electronic funds transfer credits/deposits will be available on the effective date of the transfer in accordance with our "Funds Availability Policy." Dividends begin to accrue on the effective date of the transfer.

**CREDIT CARD PAYMENTS AND CREDIT AVAILABILITY:** When you initiate a transfer to make a payment on your Spokane City Credit Union Credit Card the system will not update your credit card account records but will show the withdrawal from your deposit account at SCCU.

**ACCESS BY JOINT OWNER TO INDIVIDUALLY-HELD LOANS AND LINES OF CREDIT:** If the account(s) accessible via Online Banking is a joint account and the joint account owner has been provided access to the account by applying for Online Banking or you have provided the joint account owner with your Username and Password, you understand and agree that the joint account owner will have access to funds and information on loans and lines of credit established under the joint account structure for which they may not be a joint borrower or obligor. You understand that you will be liable for any transfers or advances against your individually-held loans and lines of credit requested by any joint account owner.

**OUR LIABILITY FOR FAILURE TO MAKE 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 may be liable for your losses and damages. However, there are some exceptions. We will NOT be liable, for example, if: **(1)** Through no fault of ours, you do not have enough available funds in your account to make the transfer; **(2)** The transfer would exceed any permitted overdraft line you have with us; **(3)** Circumstances beyond our control (such as fire, flood, power failure, labor dispute, computer breakdown, telephone line disruption or a natural disaster) prevent or delay the transfer despite reasonable precaution taken by us; **(4)** The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal; **(5)** The Username, Password, or transaction information or other information you have provided is incorrect, incomplete, ambiguous or untimely; **(6)** The system was not working properly and you knew about the breakdown when you started the transfer; or **(7)** You are in default on an account to which you are attempting a transfer. (There may be other exceptions stated in our agreement with you.)

In addition, **Spokane City Credit Union will also have no liability whatsoever** for failure to complete a payment or transfer you initiate or attempt to initiate through Online Banking under any of the following circumstances: **(1)** If you did not properly follow software or Online Banking instructions on how to make the transfer or payment; **(2)** If you did not give the us complete, correct and current instructions or information to process your transaction request; **(3)** If you did not authorize a payment soon enough for the payment to be made, transmitted, received and credited by the payee/vendor; **(4)** If we made a timely payment but the payee/vendor did not promptly credit your payment after receipt; **(5)** If your personal computer and/or software

malfunctioned for any reason; (6) If the transfer or payment could not be completed due to system unavailability or a telecommunication or Internet Service Provider service failure; or (7) We blocked the transfer to protect the integrity or security of the system.

### **YOUR RESPONSIBILITY AND LIABILITY FOR UNAUTHORIZED**

**TRANSFERS:** You are responsible for all transfers and payments you initiate and authorize using Online Banking. If you permit other persons to use Online Banking and your Username and/or Password, you are responsible for any transactions they authorize from any of your accounts. Notify us **IMMEDIATELY** if you believe that your Username and/or Password has been lost or stolen or that someone has used it or may use it to access your accounts and transfer money without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus any available credit on your line(s) of credit. **Our phone number is 509-325-7228. Our Address is: Spokane City Credit Union, 1930 N Monroe, Spokane, WA 99204.**

If you notify us within two (2) business days after learning or suspecting that your Username and/or Password was lost, stolen, or used by someone without your permission, you can lose no more than \$50.00. If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Username and/or Password, and we can prove we could have stopped someone from using your Username and/or Password without your permission had you told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have prevented someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC**

**FUNDS TRANSFERS; CONSUMER LIABILITY:** Call us or write us IMMEDIATELY at the telephone number or address described in the preceding section if you think your statement is wrong (or shows transfers and transactions that you did not authorize) or if you need more information about a transfer. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within 60 days after the statement was mailed to you, you may not recover funds lost after the 60-day period if we can prove that the loss could have been prevented had you told us in time. Tell us your name and account number. **Tell us the dollar amount of the suspected error and the date it occurred. Describe the error or the transfer you are unsure about, and explain as**

**clearly as you can why you believe it is an error or why you need more information .**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If you notify us verbally, we may require you to send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, we may not recredit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and which we relied upon to conclude that the error did not occur (to the extent possible without violating any other customer's right to privacy).

**RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS:** Your completed Online Banking transactions will appear on your periodic account statements. You will get a monthly account statement on the electronic funds transfer activity on your accounts unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Be sure to review and verify all statement information thoroughly. You may also obtain information on transfers and payments by inquiry of your transactional account history using Online Banking.

**OVERDRAFT PROTECTION TRANSFER FEE FOR ITEMS PAID:** If we advance funds from your Spokane City Credit Union or transfer funds from your savings account, to cover or pay a check, electronic debit, or other item for which there are non-sufficient or unavailable funds in your checking account, we will assess an Overdraft Protection Transfer Fee. Please refer to our current Schedule of Service Charges and Fees for the amount of the Overdraft Protection Transfer Fee.



**ITEMS RETURNED UNPAID AND PAID ITEMS (COURTESY PAY):** If, at our option, we do not transfer funds from your savings account to cover a check, electronic debit, or other item drawn against non-sufficient or unavailable funds in your checking account, or if you do not have sufficient funds in your savings account to cover the item, Spokane City Credit Union will either:

(1) Not pay the check, electronic debit, or other item drawn against non-sufficient or unavailable funds in your checking account even though we may have previously established a pattern of honoring such items. We are not obligated to notify you before we decide to either pay an item that creates an overdraft or to return an item or deny a transaction drawn against insufficient available funds. We will return the check, debit, or item, unpaid to the payee, and assess a Non-Sufficient Funds (NSF) Fee for each item; OR

(2) Pay the check, electronic debit, or other item drawn against non-sufficient or unavailable funds in your checking Account and charge you a "Courtesy Pay" fee (this may result in an overdraft/negative balance in your checking account). When an item is paid and creates an overdraft you agree and authorize us to pay the item from funds from another of your accounts or from funds subsequently deposited in the account including direct deposits of governmental benefits including but not limited to Social Security and Supplemental Security Income. Any negative balance on your account is immediately due and payable unless we agree otherwise in writing. We may place a hold on balances in any other account you may have with us until the overdraft is paid. Refer to our Schedule of Service Charges and Fees for NSF and Courtesy Pay Fee amounts.

**ACCOUNT OVERDRAFTS:** If at any time the balance in any of your Spokane City Credit Union accounts is overdrawn you will be responsible to cover the negative balance on your account, which becomes due and payable immediately, unless we agree otherwise in writing.

**RIGHT TO STOP PAYMENT ON ELECTRONIC TRANSFERS:** A Stop Payment order cannot be placed once an Online Banking transfer has been initiated by you and accepted by the system, or a bill payment transfer has been made and your account has been debited on the scheduled payment date. If you have made a transfer in error, you must reverse the transaction by initiating a correcting transfer. Contact us for assistance. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you have told us in advance (not through the Online Banking System) to make regular payments from your account, you can stop any of these payments; Here's how: Call us at **509-325-7228**. For further

information on placing stop payments on bill payment transfers before payment is made, refer to the Online BillPay Service Agreement.

**EMAIL CAPABILITIES AND LIMITATIONS:** The Online Banking service includes email capabilities allowing you to send and receive electronic email messages to and from us. We will not immediately receive and review email messages that you send and will NOT process any request for a funds transfer received via email. Further, we may not act upon requests for Stop Payments, requests for replacement Usernames, Passwords, PINs, reports of lost or stolen PINs or unauthorized transactions (refer to "Your Responsibility and Liability for Unauthorized Transfers" above for appropriate action), reports of lost or stolen ATM Cards, Debit Cards, Credit Cards, or on any other request in which we would normally require written notification or your authorizing signature, without first confirming the authenticity of the email request/ notification via telephone. In some instances, written confirmation reflecting your authorizing signature may still be required. We will not take action based on your email requests until we actually receive your message and have had a reasonable opportunity to act. **If your request requires immediate attention contact us directly at 509-325-7228 .**

**DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:** We will disclose information to third parties about your account or the transfers you make: (a) Where it is necessary for completing transfers; or (b) In order to comply with government agency or court orders; or (c) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (d) If you give us your written permission.

**SYSTEM UNAVAILABILITY:** Access to Online Banking may be unavailable at times for the following reasons: (1) Scheduled Maintenance - There will be necessary periods when systems require maintenance or upgrades; (2) Unscheduled Maintenance - Online Banking may be unavailable when unforeseen maintenance is necessary; (3) System Outages - Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, may cause system unavailability; or, (4) Internet Service Provider - Failure by or unavailability of an Internet Service Provider. We will make all reasonable efforts to ensure the availability of Online Banking; however, we are in no way liable for system unavailability or any consequential damages that may result.

**OTHER LIMITATIONS OF LIABILITY:** You are solely responsible for the selection, installation, maintenance, and operation of your personal computer and software. Spokane City Credit Union expressly disclaims any and all liability as relates to the improper use of your personal computer and the transmission of data

except as provided by statute. Spokane City Credit Union is not responsible for any errors or failures due to any malfunction of your personal computer or the software, or unsuitability of your personal computer or software, or any virus, or any problems that may be associated with the use of an on-line service.

**CHANGE IN TERMS AND NOTIFICATION:** Spokane City Credit Union reserves the right to make changes to the Online Banking service and to this Agreement and Disclosure at any time. We will email or mail or otherwise deliver a written notice to you before the effective date of any change in any term or condition disclosed in this Agreement and Disclosure if the change would result in increased fees or charges, increased liabilities for you, fewer types of available services or electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by Law. Otherwise, we may modify this Agreement and Disclosure at any time without notice, except as may be required by Law. As a requirement of registering in the Online Banking service, you agree that we may send any such notice to you either via the Online Banking secure message system, or via email or regular U.S. mail unless, or otherwise as required by law.

**ALL AGREEMENTS AND DISCLOSURES AND NOTICES ARE "IN WRITING":** This Online Banking Agreement and Disclosure and all agreements and disclosures and notices delivered electronically or otherwise made available to you are considered "in writing" and are available to you in a form you may keep by either printing or downloading the documents, or by requesting a paper copy from us.

**TERMINATION AND DEACTIVATION OF SERVICE:** You may terminate your Online Banking service at any time by telephoning us at 509-325-7228 or by providing written notice to us and immediately discontinuing use of the service. You are solely responsible for notifying any participating merchants (when applicable) that you have terminated your Bill Payment transfer capabilities. If you do not utilize the Online Banking service (by not logging on to the service) for a three-consecutive-month period, we may deactivate your service. If this occurs and you wish to reactivate your Online Banking service, you will be required to re-register online for the Online Banking service. We reserve the right to require written reapplication before we reactivate your Online Banking service system access. Spokane City Credit Union may also terminate the Online Banking service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or we terminate your Online Banking service and this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure for any transfers or payments made prior to termination.

**ENFORCEMENT:** You agree to be liable to the Spokane City Credit Union for any

liability, loss, or expense as provided in this Agreement and Disclosure that we incur as a result of any dispute involving your accounts or services. You authorize us to deduct any such liability, loss, or expense from your Spokane City Credit Union account without prior notice to you. In the event either party brings a legal action to enforce this Agreement or collect any overdrawn funds on accounts accessed under this Online Banking Agreement and Disclosure, the prevailing party shall be entitled, subject to Washington State law, to payment by the other party of its reasonable attorneys' fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement and Disclosure be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable, and any such modification shall not affect any other provision of this Agreement and Disclosure.

**ENTIRE AGREEMENT:** This Online Banking Agreement and Disclosure, as it may be amended from time to time, together with any other agreements, disclosures or other documents incorporated herein by reference, including but not limited to the Online Services E-SIGN Act Consent and Disclosure, the Account Agreement and Disclosure, the Schedule of Service Charges and Fees, and, when you enroll in these services. These documents between you and Spokane City Credit Union and supersedes all oral conversations, other communications, and previous agreements, if any, with regard to the Online Banking services. **GOVERNING LAW:** This Online Banking Agreement and Disclosure is made in Washington and shall be governed by the laws of the State of Washington to the extent that Washington Law is not inconsistent with controlling Federal Law.

**- e-Statement Service Agreement and Disclosure -**

**In this e-Statement Service Agreement and Disclosure the terms "you", "your" and "yours" mean the Account Owner that has enrolled in the e-Statement Service. The terms "we", "us", "our", "ours", and SCCU each refer to and mean Spokane City Credit Union. "Online Statements" means the Spokane City Credit Union account and loan statements and notices you select to receive electronically via this e-Statement Service. The term "Agreement and Disclosure" means this e-Statement Service Agreement and Disclosure.**

Spokane City Credit Union's e-Statement Service allows us to deliver to you and for you to access your periodic Account Statements and other documents electronically online, and eliminates the need for the paper document to be sent to you by us via U.S. mail.

By the Statement Preference selections you make, you will receive your Online Statements electronically through our e-Statement Service, or sent to you in paper form via the U.S. mail, or both.

With e-Statements, we will send you an email informing you that your Online Statements is/are available to you through secure login to our Online Banking website. Not only will your current Online Statement be available, but we will store several months of your Online Statements online so you have access to them anytime you need them.

**Online Banking Access to e-Statement Service and Online Statements:** You must register for our Online Banking service in order to enroll in the e-Statement Service and gain access to your Online Statements. Therefore, the terms and conditions of the Spokane City Credit Union Online Banking Service Agreement and Disclosure are incorporated herein and also apply to the e-Statement Service.

**Consent and Electronic Delivery of e-Statement Service Agreement and Disclosure:** By agreeing to enroll in the e-Statement Service, affirmatively consent to conduct business electronically with Spokane City Credit Union in connection with this e-Statement Service.

**Email Address and Keeping Your Information Current:** In order to communicate with you regarding your e-Statement Services and the notification of the availability of your Online Statements, you must provide us with your valid email address. It is your responsibility to promptly notify us of any changes to your email address. You can update your email address with us by updating your personal information email address via our internet Online Banking Service, by calling us at 509-325-7228, by submitting your change to us in writing via mail to Spokane City Credit Union, 1930 N. Monroe St, Spokane City, WA 99205, or by visiting our branch. If your email address is invalid, you understand and agree that our email notification and posting of your Online Statement will be considered adequate and reasonable delivery.

**Add Us to Your Address Book:** To ensure delivery of our email notices informing you of the availability of your Online Statements (so as to avoid these emails being sent to your bulk, spam or junk mail folders), please add **memberservices@sccu.net** to your email address book and to the "accept list" of any spam filters you may have.

**When Online Statements are Available:** We will send you an email notification and post the corresponding Online Statements to your e-Statement Service webpage generally within three (3) business days following the statement period end date for Account Statements.

**Obtaining Paper Copies:**

You can obtain a paper copy of the e-Statement Service Agreement and Disclosure by printing it yourself. You can also contact us at 509-325-7228 to request a paper copy free of cost when sent by us to you through regular U.S. mail.

NOTE : Regardless of whether you select only "Online Statements" for Tax Statements, we will send you a paper copy via U.S. mail in addition to providing the document to you electronically.

**Your Rights and Responsibilities to Examine Your Online Statements:** It is your duty and you agree to exercise reasonable care and promptness in the examination of all periodic Online Statements, to discover any errors, unauthorized transactions or alterations on any items charged to your account, and to notify us promptly after discovery. Your failure to discover and/or report errors or unauthorized transactions within the time limitations will constitute a breach of your duty hereunder and preclude any claims for loss resulting from such failure:

- **ATM, POS and Other Electronic Fund Transfers** – no later than **60** calendar days after we sent or made available the statement on which the transaction is first reflected.

**Change in Terms and Conditions:** The terms and conditions of this e-Statement Service Agreement and Disclosure may be altered or amended by Spokane City Credit Union. We reserve the right, in our sole discretion, to add, delete, or change any term, condition, change in hardware and/or software requirements, or the content of the e-Statement Service Online Statements, or to terminate your e-Statement Service. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on the Spokane City Credit Union Online Banking system webpage. Any use of the e-Statement Service after we provide you with a notice of change will constitute your consent and agreement to such change(s). You may terminate your e-Statement Service and this Agreement and Disclosure as provided, if you do not agree with any such change.

**Withdrawing Consent** – You have the right to withdraw your electronic consent to conduct business electronically with us by telephoning us at 509-325-7228, by notifying us electronically via Secure Messaging at [www.sccu.net/contact-us](http://www.sccu.net/contact-us), by sending your instructions to us via U.S. mail to Spokane City Credit Union, 1930 N. Monroe St, Spokane City, WA 99205, or by visiting our branch. If you withdraw your consent you may not be able to open additional accounts or request additional products and services online, or view or print/download this or the above listed agreements and disclosures through our website.

**Governing Law:** This e-Statement Service Agreement and Disclosure is made in Washington and shall be governed by the laws of the State of Washington to the extent that Washington Law is not inconsistent with controlling Federal Law.

**Other Definitions:**

**Electronic Check/Draft Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases and to pay bills. This is referred to as an Electronic Check Conversion. When you provide information on your personal check (such as the MICR encoded routing, account and serial numbers) to a merchant or other payee, regardless of whether the check is in blank, partially completed, or fully completed and signed, and regardless of whether the check is presented in person or mailed to the merchant or other payee or sent to a lockbox or whether the check is retained by the merchant or other payee or returned to you, if the information from that check is converted to an electronic funds transfer (or "EFT") to debit the funds from your account, that electronic fund transfer is covered under the provisions and protections of the Electronic Fund Transfers Act. Merchants who make use of electronic check conversion are required to notify you of their intention to do so at the time you give them your check. When we receive these items in electronic form, we will debit them against your account the same as if we had received the actual paper check.

**Substitute Checks:** A substitute check is an electronic image of the original paper check or draft. The check image is then electronically transferred for collection purposes. These electronic images are known as "substitute checks". The electronic conversion from paper to "substitute check" permits quicker processing of checks by sending them electronically from financial institution to financial institution for collection. This means that substitute checks will clear faster than did your paper checks or drafts. We accept and process incoming substitute checks to your account, and generate substitute checks from original paper checks and drafts for outgoing

collection. This means that checks that you write and checks that you deposit may be converted to substitute checks

## **EXHIBIT A**

### **INSTRUCTIONS FOR eDEPOSIT MOBILE SERVICES**

#### Hardware and Software Requirements

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Spokane City Credit Union from time to time. Spokane City Credit Union is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

Your continued use of the Service will indicate your acceptance.

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