



## ONLINE BANKING AGREEMENT TERMS AND CONDITIONS

This Online Banking Agreement as amended from time to time sets forth the terms and conditions governing the use of SMW 104 Federal Credit Union's Online Banking, Bill Pay, Mobile Banking, and Mobile Check Deposit services. By using, or allowing another person to use, any of these Online services offered by SMW 104 Federal Credit Union, you are agreeing to be bound by the terms and conditions of this Agreement. Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

Please read these Terms and Conditions carefully and keep them for future reference.

This Agreement contains the terms and conditions for the use of the SMW 104 Federal Credit Union Online Access services:

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### Online Banking Service

**Definitions.** The words *you* and *your* refer to either and all of the persons signing the Application. The words *we*, *us*, and *our* refer to the financial institution identified in the Application. The words *your share accounts* refer to the share accounts with us identified in the Application. The words *your loan accounts* refer to the loan accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your share accounts and your loan accounts. The words *our internet service* refer to our Online Banking. The word *terms* refers to these Terms and Conditions. *ACH* refers to Automated Clearing House.

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website.

**Access to Accounts Via the Internet.** Online Banking services allow convenient access to your account information twenty-four (24) hours a day. To use Online Banking services, you must have your account number and a PIN or Access Code. Subject to the terms set forth below, we will provide you with our internet service pursuant to which you can access your accounts by computer via the internet through our website using your username and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your share accounts.
- Make payments from your share accounts to your loan accounts.
- Make payments from your share accounts to third parties pursuant to our Online Bill Payment Program described below.
- Transfer funds from lines of credit you have with us to your share accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.
- Obtain loan payment due date and payoff information.
- Obtain last dividend, date and amount.
- Obtain clearance of specific checks.
- Download transaction information to personal financial management software from share draft/checking and share/ savings account.
- Set-up account alerts.

**Account Alerts.** The Account Alert feature allows you to establish specific account alerts, events or reminders through the Online Banking service. You may choose to receive account notifications either by secure message through Online Banking, e-mail or text message. The list of Account Alert commands is available through the Online Banking service.

If electing to receive account alerts via text messaging, you must have a mobile device with a service plan that includes text messaging and data. Third party fees may apply for text messaging and data. Contact your mobile device carrier for additional information.

**Limitations on Transactions.** The following frequency and/or dollar limitations apply to transfers pursuant to our internet service:

- No more than six (6) preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six (6) transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an account holder when initiated by mail or telephone. There are no limits on the number of withdrawals if initiated in person.
- The minimum you may withdraw by check is \$5.00.
- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- Total transactions may not exceed \$10,000 during any 24-hour period.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent share account or any overdraft line of credit on that share account. We will promptly provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our internet service. You can arrange for a change of your password by calling the number set forth below. Please see the Limitations on Frequency of Transfers below.

**Hardware and Software Requirements.** We will promptly provide you with a statement of the computer hardware and software requirements to participate in our internet service. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our internet service. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

**Electronic Disclosures and Notices.** This Disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies to disclosures and notices regarding your accounts or our internet service, and it applies to your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing. Please review our 'Electronic Communications Agreement and Consent' for additional information.

**Hours of Operation.** You ordinarily can participate in our internet service 24 hours a day - 7 days a week. However, we reserve the right to suspend our internet service from time to time as we deem appropriate.

**Transaction Posting.** Transactions entered on our website on or before 6:30 pm (PST) on any business day will be posted on the same day. Transactions entered on our website on weekends, federal holidays or after 6:30 pm (PST) on a business day will be posted by the end of the next business day.

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate.

**Limitations on Frequency of Transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Regardless of anything else in this or other agreements, transfers and withdrawals from a share savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

For security reasons, there may be other limitations on the number of transfers you can make.

**Termination.** We can terminate your right to participate in our internet service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this agreement without cause upon 30 days advance notice.

**Changes in Terms.** We can change these terms by giving you notice as required by law. Continued use of our internet service by you after notice of a change in terms constitutes acceptance of the change.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using our internet service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to our internet service, even if your account agreements provide that multiple signatures are required for withdrawal.

### Bill Pay Service

You may use the Bill Pay service to perform the following transactions; there are no additional charges for our Online Bill Payment service.

- We will make payments from any of your checking/share draft accounts identified in the Application to third parties by preparing, signing, and mailing checking/share draft drawn on such accounts on your behalf per your instructions on our website.
- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

**Limitations on Transactions.** The following are limitations to the use of the Bill Pay Service:

- The maximum you may withdraw by check is \$10,000 during any 24-hour period.
- Total transactions may not exceed \$10,000 during any 24-hour period.
- Bill payments can only be made from your share draft/checking account.
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States.
- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped.
- You cannot stop a payment if the payment has already been processed.
- You can schedule payments 24 hours a day, seven days a week, however, payments scheduled on a Saturday, Sunday, or holiday will be processed within one to two business days.
- The bill being paid must be in the member's name.
- Payments should be scheduled a minimum of 5 banking business days for electronic payees and 7 banking business days for payees paid by check prior to the due date to ensure timely receipt.
- We will not be responsible for tardiness of payments if they are mailed within 10 full business days after the later of (a) the date your instructions are entered on our website, or (b) a subsequent date stated in your instructions on our website.
- Unless otherwise required by law, we will not be liable for indirect, special, or consequential damages for failure to mail, or erroneous or tardy mailing, under this program.

**Stop-Payment Orders.** If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. To be effective, a stop-payment order must be received in time to allow us a reasonable opportunity to act on it, and for some ACH debits must be received at least three banking days before the scheduled date of transfer. To be effective, a stop-payment order must identify the payment sufficiently to allow us a reasonable opportunity to act on it. If the payment is by check/share draft, or if the payment is by ACH debit and we give notice at the time an oral stop-payment order is received that written confirmation is required and provide an address where the written confirmation can be sent, an oral stop-payment order is effective for 14 calendar days only, unless confirmed in writing within the 14-day period. Properly signed written stop payment orders are effective for 6 months after date received and will automatically expire after that period unless renewed in writing. With respect to ACH debits, you and we agree to abide by the ACH rules and regulations regarding stop-payment orders.

If you wish to place a stop payment there will be a fee, all charges are disclosed in our SMW 104 Federal Credit Union Fee Schedule which accompanies this Agreement.

## Mobile Banking Service

You may access your account(s) through the browser on your cell or mobile phone by downloading our mobile banking app and using your personal identification number, password, account numbers, and multifactor authentication. To utilize the mobile banking app, you must be a SMW 104 Federal Credit Union Online Banking user.

**Transactions Available.** You may use the Mobile Banking service to perform the following transactions:

- Transfer funds between your share accounts.
- Obtain share account/loan balance information.
- Obtain loan payment due date and payoff information.
- Obtain last dividend, date, and amount.
- Obtain clearance of specific checks.
- Download transaction information to personal financial management software from share draft/checking and share/savings account.
- Make loan payments.
- Pay bills through the Bill Pay Service from your share draft/checking

**System Requirements.** To use Mobile Banking, you must have an Android® phone 6.0 or higher or iPhone® 8.0 or higher with a service plan that includes data and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data and Internet access. Check with your cell phone provider for details on specific fees and charges.

### Limitations On Transactions.

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.
- The minimum you may withdraw by check is \$5.00

## Mobile Check Deposit Service

The mobile check deposit services ("Services") are designed to allow you to make deposits to your accounts from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to SMW 104 Federal Credit Union. Your use of the services constitutes your acceptance of this agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email or on our website(s) by providing a link to the revised Agreement. Your continued use of the services will indicate your acceptance of the revised agreement. There is currently no charge for the Services.

**Eligibility.** You must meet the following requirements to be eligible to register for SMW 104 Federal Credit Union Mobile Deposit. Your account must be in good standing, and you must be a registered user of SMW 104 Federal Credit Union Online Banking.

**System Requirements.** The mobile deposit app is separate from the mobile banking app, each app needs to be downloaded separately. To use mobile deposit, you must obtain and maintain compatible hardware and software as specified by SMW 104 Federal Credit Union from time to time. Go to [www.smw104fcu.org](http://www.smw104fcu.org) for current hardware and software specifications. You agree not to share your password to your mobile banking and mobile deposit app with anyone who is not an owner of the account. Accessing our mobile deposit app with your mobile device may incur fees from your internet or cellular service provider. We are not responsible for any provider fees or charges, nor are we responsible for any failures to connect to or transmit data to the mobile deposit app due to lack of service by your provider.

**Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

**Eligible items.** You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Services to deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts which you are an authorized signer.
3. Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, are fraudulent
4. Checks or items previously converted to a substitute check, or remotely created checks, as defined in Reg CC.
5. Checks or items drawn on a financial institution located outside the United States, or items not payable in United States currency.
6. Checks or items dated more than 6 months prior to the date of deposit.

**Image Quality.** The image of an item transmitted to SMW 104 Federal Credit Union using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For Deposit only, SMW 104 Federal Credit Union Account#\_ " or as otherwise instructed by SMW 104 Federal Credit Union. You agree to follow all other procedures and instructions for use of the Services as SMW 104 Federal Credit Union may establish from time to time.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from SMW 104 Federal Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

**Receipt Deadline.** The deadline (receipts deadline) for our receipt of mobile deposits is 6:30pm (PST) on a business day. Any mobile deposit not received on a business day or not received in their entirety by the receipt deadline on a business day will be considered to have been received on the next business day.

**Availability of Funds.** You agree that items transmitted using the Services are not subject to the fund's availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after SMW 104 Federal Credit Union receives payment for the funds submitted. SMW 104 Federal Credit Union may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as SMW 104 Federal Credit Union, in its sole discretion, deems relevant. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the mobile deposit.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from SMW 104 Federal Credit Union that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID". We recommend that you retain the image for 90 days and to properly dispose of the item to ensure that it is not represented for payment. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to SMW 104 Federal Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for SMW 104 Federal Credit Union's audit purposes.

**Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

**Ownership & License.** You agree that SMW 104 Federal Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement.

**Limitation of liability.** You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use or the inability to use the services incurred by you or any third party. You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis.

**User warranties and indemnification.** You warrant to SMW 104 Federal Credit Union that:

1. You will only transmit eligible items.
2. Images will meet the image quality standards.
3. You will not transmit duplicate items.
4. You will not deposit or represent the original item.
5. All information you provide to SMW 104 Federal Credit Union is accurate and true.
6. You will comply with this Agreement and all applicable rules, laws, and regulations.
7. You agree to indemnify and hold harmless SMW 104 Federal Credit Union from any loss for breach of this warranty provision.

**Limitations on Damages.** Unless otherwise required by law, we will not under any circumstance be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

**Other Terms.** You may not assign this agreement. This agreement will be governed by the laws of the state or jurisdiction where the account is located including the Uniform Commercial Code as adopted by that state or jurisdiction and as varied by this agreement.

**Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### FEES

All charges associated with our SMW 104 Federal Credit Union Online Banking, Bill Pay, and Mobile Banking services electronic funds transactions are disclosed in our Fee Schedule which accompanies this Agreement.

#### DOCUMENTATION

**Periodic Statements.** You will get a monthly account statement from us for your share accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

#### FINANCIAL INSTITUTION'S LIABILITY

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line, and the transfer would go over the credit limit.
- (3) If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (4) If the funds are subject to legal process or other encumbrance restricting the transfer.
- (5) There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- (1) Deficiencies in your computer hardware or software or in your ability or care in using them, or
- (2) Problems relating to your access to the internet.

#### CONFIDENTIALITY

We can disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers; or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) As explained in our separate privacy disclosures.

#### UNAUTHORIZED TRANSFERS

**Consumer Liability.** Tell us AT ONCE if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone uses your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we prove we could have stopped someone from using your code without your permission if you had 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 or was provided electronically if you consented to receiving the statement that way, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had 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.

**Contact in Event of Unauthorized Transfer.** If you believe your code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers or regarding items deposited through the mobile services, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) 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 question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SMW 104 FEDERAL CREDIT UNION  
P.O. BOX 2278  
SAN LEANDRO, CA 94577-0227  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 510-483-1300 or 800-464-5987

