

Personal Online Banking Agreement



Personal Online Banking Agreement

The following disclosures set forth your and our rights and responsibilities concerning use of the iQ Credit Union Personal Online Banking Service.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT: YOU ARE RECEIVING REQUIRED CONSUMER DISCLOSURES IN AN ELECTRONIC FORM. THEREFORE, THIS AGREEMENT SERVES THE FOLLOWING TWO PURPOSES:

- OBTAIN YOUR AFFIRMATIVE CONSENT TO RECEIVE THE REQUIRED CONSUMER DISCLOSURES IN ELECTRONIC FORM AND PROVIDE YOU WITH A CLEAR AND CONSPICUOUS STATEMENT ABOUT YOUR RIGHTS IN REGARD TO RECEIVING ELECTRONIC CONSUMER DISCLOSURES AS OUTLINED IN WHAT IS COMMONLY KNOWN AS THE FEDERAL E-SIGN ACT, AND;
- PRESENT YOU WITH THE REQUIRED CONSUMER DISCLOSURES FOR THE iQ CREDIT UNION PERSONAL ONLINE BANKING SERVICE. CONSENT TO RECEIVE ELECTRONIC DISCLOSURES BY CLICKING THE "I AGREE" BUTTON BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THE REQUIRED DISCLOSURES IN ELECTRONIC FORM.

In this agreement, the terms "Credit Union," "we," "us," "our", and iQCU refer to iQ credit union.

ELECTRONIC COMMUNICATIONS

iQ Credit Union Personal Online Banking is an electronic Internet based service. Therefore, you understand you are entering into this agreement electronically. Contact the credit union to opt out of online banking.

- You have the right to have this disclosure provided or made available on paper or in non-electronic form;
- You have the right to withdraw your consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your Personal Online Banking. You may withdraw your consent by contacting the Member Solutions Center at (360) 695-3441;
- The consent to receive electronic disclosures applies to this disclosure, and all future required disclosures in connection with Personal Online Banking;
- You can update your e-mail address by using the User Maintenance function within the Personal Online Banking or calling our Member Solutions Center;
- After clicking the "I Agree" button, you may obtain a copy of this consumer disclosure on the credit union website or by calling the Member Solutions Center.
- You understand that to access and retain this disclosure and to use Personal Online Banking, you must have the following: a computer with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the computer, an Internet e-mail address, and either a printer or sufficient electronic space to store this disclosure.

Electronic Contact Information

In order to keep you informed of changes to this disclosure, we will distribute new disclosures to you when changes are made. We will distribute new disclosures to the e-mail address you register with Personal Online Banking. If an Internet e-mail is returned as "undeliverable", we will deliver to a secondary e-mail address, if we have one file, or, if there is no secondary e-mail address we will send a paper copy of any changes to your physical mailing address that is on record with us. In order to ensure timely notification of any changes, please notify us in a timely basis of a change in your electronic address or physical mail address.

1. Services.

- a) Account Access. If we approve your request for Personal Online Banking, you may use a computer to access your accounts. For the Personal Online Banking, you will need a computer or qualified mobile communications device and access to the Internet. For security purposes, each user will be required to select a Password, security questions and secret answers, as well as choose and name a personal image.

You must use your password along with any other required information to access your account. You are responsible for the proper operation and maintenance of your computer, software and supported browsers to utilize Personal Online Banking. The Credit Union will not be responsible for any errors or failures involving telephone service, Internet service provider, your software installation or your computer's operation.

- b) Types of Transactions. At the present time, you may use the Personal Online Banking to:
- Transfer funds between your Checking and Share Savings Account and Money Market and Loan accounts.
 - Transfer funds to accounts of other members you authorize at the Credit Union.
 - External Account Transfers allow you to transfer funds between your iQ Credit Union accounts and other financial institutions. You must provide the correct routing and account number for your external account. You must also verify the details of a trial deposit made to the external account prior to being able to use this feature.
 - Review account balance and account transaction information for any of your accounts.
 - Make bill payments using the online bill payment service.
 - Request stop payment orders on your checking account.
 - Communicate with iQ Credit Union by using the Member Service function within Online Banking that provides a secure channel for communications between you and us, or call our Member Solutions Center at 360.695.3441.
 - Transactions involving your deposit accounts will be subject to your Membership and Account Agreement and transactions involving a loan account will be subject to your Loan Agreement and Disclosures.
 - Obtain tax information regarding dividends earned and interest paid on your accounts.
 - Reorder checks.
 - View check images.
 - Electronic Delivery provides you access to electronic versions of your statements and daily notices, you must opt-in for this service
 - Apply for a Loan
 - Alerts can be sent to an Internet e-mail address.

2. Service Limitations.

- a) **Availability.** Personal Online Banking is generally accessible 24 hours a day, seven days a week. Personal Online Banking may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Personal Online Banking for any reason without notice.
- b) **Transfers.** You may make funds transfers to your accounts or other accounts you authorize as often as you like. However, transfers from a Share Savings Account or Money Market Account will be limited to a total of six (6) in any one month. You may transfer or withdraw up to the available balance in your account or available credit line at the time of the transfer, except as limited under other agreements. iQ Credit Union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.
- c) **Account Information.** The account balance and transaction history information may be limited to recent account information. The availability of funds for transfer or withdrawal may be limited due to the processing time for ATM transactions and our Funds Availability Policy.
- d) **Alerts.** The Alerts Service allows you to request and receive messages about your account(s). You may receive Alerts via email addresses, subject to the terms and conditions of your Internet service provider(s). For instance, you may set up "general alerts" to remind you about a birthday or what to pick up from the store, "check alerts" information (i.e. reminders about a birthday or upcoming event). Receipt of each Alert may be delayed, or prevented by factor(s) affecting your Internet service provider, and such other relevant entities. We neither guarantee the delivery nor the accuracy of the contents of any Alert. iQ Credit Union will not be liable for losses or damages arising from (a) a non-delivery, delayed delivery, or wrong delivery of an Alert; (b) inaccurate content in an Alert; (c) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you, for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. The types and frequency of your Alerts will be managed by you, and the Alerts may be stopped, or suspended by you at any time.
- e) **Mobile Banking.** Use of our Mobile Banking service is subject to the following requirements and limitations:

- Your mobile device must be web supported.
 - You will not be able to access all functions/services that are accessible via Online Banking. Examples include, but are not limited to, electronic statement, check reordering, third party account transfer, and account aggregation services.
 - The account balances presented to you in Mobile Banking are not necessarily your current balances. If you attempt to make a payment or transfer to be executed immediately, your current balance will be accessed to ensure that you have proper funds for the payment or transfer.
 - Please check with your mobile service provider for details on specific fees and charges that your provider may impose.
- f) **E-Mail and Stop Payment Requests.** The Credit Union may not immediately receive sent e-mail communications, and we will not take action based on e-mail requests until we receive your message and have a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be a verbal request and will expire in one-hundred and eighty (180) days unless confirmed in writing in accordance with your Membership and Account Agreement. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, see Section 5.
3. **Security of Access Code and Other Security Questions and Answers.** The personal identification number or access code (“access code”) that you select is for your security purposes. The access code is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access code. You agree not to disclose or otherwise make your access code available to anyone not authorized by you to sign on your accounts. If you authorize anyone to have or use your access code, you understand that person may use the Personal Online Banking to review your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access code and you agree that the use of your access code will have the same effect as your signature authorizing transactions. If you authorize anyone to use your access code in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying us and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access of that person are no longer authorized and your access code is changed. If you fail to maintain or change the security of these access codes and the Credit Union suffers a loss, we may terminate your Bill Payer and account services immediately.
4. **Member Liability.** You are responsible for all transfers you authorize using your Personal Online Banking under this Agreement. If you permit other persons to use your Personal Online Banking or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your account or access code and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or Personal Online Banking, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows Personal Online Banking transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may be liable for the full amount of the loss, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe that someone has used your User Name or access code without your permission contact us immediately by calling or writing:
- Member Solutions Center**
iQ Credit Union
PO Box 1739
Vancouver, WA 98668-1846
(360) 695-3441 (800) 247-4364
5. **Business Days.** Our business days are Monday through Friday. Holidays are not included.
6. **Fees and Charges.** There may be certain charges for the Personal Online Banking as set forth on the Rate and Fee Schedule, as amended from time to time.

7. **Right to Receive Documentation Of Transfers.** Transfers and withdrawals transacted through Personal Online Banking will be recorded on your periodic statement. You will receive a statement at least once every quarter.
8. **Credit Union 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 will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for instance:
 - a) If, through no fault of ours, you do not have adequate funds in your account to complete a transaction, your account is closed, or the transaction amount would exceed your credit limit on your line of credit.
 - b) If you used the wrong access code or you have not properly followed any applicable computer, Internet or Credit Union instructions for making transfer and bill payment transactions.
 - c) If your computer fails or malfunctions or any of the Credit Union's Personal Online Banking services was not properly working and such problem should have been apparent when you attempted such transaction.
 - d) If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
 - e) If the funds in your account are subject to legal process or other claims.
 - f) If your account is frozen because of a delinquent loan.
 - g) If the error was caused by a system beyond our control such as your Internet Service Provider.
 - h) If you have not given the us complete, correct and current instructions so we can make a transfer or bill payment.
 - i) If the error was caused by a system other than our own.
 - j) If there are other exceptions as established by the Credit Union.
9. **Preauthorized Electronic Fund Transfers.**
 - a) **Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify the Credit Union verbally or through Personal Online Banking service or by telephone or in writing at the address set forth in Section 14, any time up to three (3) business days before the scheduled date of the transfer. The Credit Union may require written confirmation of the stop payment order to be made within fourteen (14) days of any verbal request. If we do require the written confirmation, the verbal stop payment order shall cease to be binding fourteen (14) days after it has been made.
 - b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the company you are going to pay will tell you, ten (10) days or more before each payment when it will be made and how much it will be.
 - c) **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
10. **Termination of Personal Online Banking Services.** You agree that we may terminate this Agreement and your use of any Personal Online Banking, if:
 - a) You, or any authorized user of your account or access code breach this agreement with us;
 - b) We have reason to believe that there has been an unauthorized use of your account or access code; or
 - c) You breach any provisions of your Membership and Account Agreement or any other agreement with us.You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first (1st) business day following receipt of your written notice. However, termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions completed before termination.
11. **Notices.** We reserve the right to change the terms and conditions upon which this service is offered. We will email notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of any Personal Online Banking service is subject to existing regulations governing your account and any future changes to those regulations.

12. **Errors.** In case of errors or questions about your electronic transfers or electronic bill payments, telephone us at (360) 695-3441 or write us as soon as you can at P.O. Box 1739, Vancouver, Washington 98668-1739. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears.
- a) Tell us your name and account number.
 - b) 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.
 - c) Tell us the dollar amount of the suspected error.

If you verbally tell us, 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (five business days for VISA Check Card Purchases transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.