

## **NORTH COAST CREDIT UNION ONLINE BANKING SERVICE AGREEMENT AND DISCLOSURE**

This Online Banking Service Agreement (“Agreement”) is the contract which covers your, and the credit unions’, rights and responsibilities concerning the Online Banking Service offered to you by North Coast Credit Union. The Online Banking Service permits you to electronically initiate account transactions involving your accounts and communicate with North Coast Credit Union. This agreement and disclosure describes the Electronic Funds Transfer (EFT) services available to you via Online Banking and the terms for using these services. Please read and retain with your records.

### **DEFINITION OF TERMS**

*“The credit union” refers to North Coast Credit Union.*

*“Agreement” means these terms and conditions of the Online Banking service.*

*“You” and “Your (s)” means those who request and use the Online Banking Service; any joint owner(s) of accounts accessed under this agreement and any authorized users of this service.*

*“Account” means any one or more accounts held by North Coast Credit Union. This also means accounts held by another financial institution that have been registered for access via the Online Banking Service.*

*“Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.*

*“PIN” means your personal identification number, password, or access code used to provide exclusive access to your suite of Online Services.*

### **NORTH COAST CREDIT UNION ONLINE BANKING SERVICE**

Our internet address is: <http://northcoastcu.com>

Account Access. Once you complete the online enrollment you may use your personal computer, laptop, tablet, or mobile device to access your accounts. You will be required to complete a multi-factor authentication process, including using your Personal Identification Number (PIN), to access your accounts. The Online Banking service is accessible seven (7) days a week, twenty-hour (24) hours a day with the exception of short periods for scheduled maintenance and/or upgrades. Use of this service requires a personal computer, laptop, tablet, or mobile device connected through an Internet or mobile service provider and with a web browser, direct dial modem and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of any software and your computer. The credit union is not responsible for any errors or failures involving any telephone service, internet service, software installation or your computer.

### **TYPES OF TRANSACTIONS**

At the present time, you may use Online Banking to:

- Review account balances, transaction history and tax information for any of your savings, checking, loan accounts, line-of-credit, or credit card.
- Transfer funds between your checking, savings, loan accounts, line-of-credit, and credit card.
- Transfer funds to and from another financial institution account; note you must be an account owner on all accounts and the account must be registered for access via Online Banking.
- Download your account information to a Financial Management Software Program (Quicken and QuickBooks).
- Schedule bill payments to a person or business (payee), review bill payment history and make scheduled bill payment changes. Note: You must enroll for Bill Payment to sure this service. Bill Payment enrollment can complete online. For more detail see the Terms and Conditions of Bill Payment Service Agreement.
- Communicate with the credit union using the secure Communication Center.
- Conduct other transactions permitted by the credit union.
- At the present time, you may use Mobile Banking to: viewing balances, transferring funds and paying bills.

## **TRANSFER AND SERVICE LIMITATIONS**

The following limitation on Online Banking transactions may apply in using the services listed above.

- A. Transfers. There is no limit to the number of transfers from your savings accounts if they are made in person, by ATM or by mail. However, transfers conducted in Online Banking from savings accounts will be limited to a total of six (6) in any one month. Federal Regulations limit transfers from your savings accounts to no more than six (6) transfers per calendar month. You may transfer up to \$ 10,000 from your savings, checking or credit line at the time of transfer, except as limited under this agreement or your Account or Loan Agreements with the credit union. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower the account below a required balance or otherwise require us to increase our required reserve on the account. Finally, the availability of funds for transfer may be limited due to our Funds Availability Policy.
- B. Account Information. The account balances and transaction history will be limited to ninety (90) consecutive days of history.
- C. E-mail and Secure Messaging. You may use secure messaging in the Communications Center or e-mail to send messages to us. Messaging may not, however, be used to initiate a transfer on your account, a PIN change or stop payment request. We may not immediately receive your sent message communication and we may not take action based on secure messaging or e-mail request until we actually receive your message and have a reasonable opportunity to act. If you need to contact the credit union immediately regarding an unauthorized transaction or stop payment request, you may call the credit union at 1-800-696-8830.

## **SECURITY OF PIN**

Access to your account requires utilization of a Personal Identification Number (PIN). Your PIN is confidential and issued only to you. Your PIN should not be disclosed to third parties or recorded. You are responsible for safekeeping your PIN. You may change your PIN at any time. You agree not disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts. If you disclose your PIN to another person, whether intentional, accidental, or negligent action, you are responsible for any such action. If you fail to maintain the security of the PIN and the credit union suffers a loss, we may terminate your Online and Mobile Services immediately. You waive all present and future claims against the credit union and release the credit union from all responsibility for loss or damage not caused by the credit union negligence which you might incur through unauthorized transactions of any kind from your account(s) through the custody or use of your PIN.

## **LIABILITY FOR UNAUTHORIZED ACCESS**

You are responsible for all transfers and bill payments you authorize under this agreement. If you permit other persons to use Online Banking or your PIN, you are responsible for any transactions they authorize or conduct on any of your accounts. Contact the credit union immediately if you believe anyone has used your PIN or accessed your accounts through Online or Mobile Banking without your authorization. If you contact the credit union within two (2) business days, you may be responsible for no more than \$50.00 (\$50.00) if someone accesses your accounts without your permission. If you do not tell us within two (2) business days after you learn of an unauthorized use of your account, and the credit union can prove that losses could have been prevented or reduced, you may be responsible for as much as five hundred dollars (\$500.00).

Also, if your statement shows transfers you did not make, tell the credit union at once. If you do not contact the credit union within sixty (60) days after the statement was mailed or transmitted electronically, you may not get back any money lost after the sixty(60) days; if the credit union can prove that losses could have been prevented if a timely notice was given. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend time periods.

If you believe that unauthorized access has occurred or someone has used your PIN or has transferred or may transfer money from your account without your permission, call the credit union at: 360-733-3982 or 800-696-8830 or write at:

North Coast Credit Union  
1100 Dupont Street  
Bellingham, WA 98225

## **FEES AND CHARGES**

There is no charge to use Online or Mobile Banking; however, any fees applicable to the accounts with the credit union as set forth on the service fee schedule will apply. From time to time, the

charges will be changed. We will notify you of any changes as required by law. Transfers from your line of credit line (such as line-of-credit, Home Equity line-of-credit, or credit card) may be subject to charges under the terms and conditions of your loan agreement.

## **PERIODIC STATEMENTS**

Transfers, withdrawals, and bill payments transacted through Online and Mobile Banking will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly. Additionally, through Online and Mobile Banking, you can view all your recent transaction activity at any time.

## **ACCOUNT INFORMATION DISCLOSURE**

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

- As necessary to complete transfers and bill payments.
- To verify the existence of sufficient funds to cover specific transactions upon the request of a payee or a third party, such as a credit bureau or Biller.
- If you give us your written permission.
- As otherwise permitted by law.

## **THE CREDIT UNIONS LIABILITY FOR THE 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 and the instructions you transmit, we will be liable for your actual losses or damages. However, the credit union will not be liable:

- If, through no fault of the credit union, 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, if applicable.
- If you used the wrong PIN or you have not properly followed any applicable computer, internet access, or Online Banking user instructions for making transfer and bill payment transactions.
- If your computer fails or malfunctions or the Online Banking service was not properly working and such problem should have been apparent when you attempted the transaction.
- If circumstances beyond the credit unions control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- If the funds in your account are subject to an administrative hold, legal process, such as garnishment, levy, attachment or other claim.
- Any inaccuracy in any Biller list that has been set up on your account or if you receive notice from a Biller or institution that any payment remains unpaid and you fail to notify the credit union promptly of that fact.
- If you fail to update the Biller mailing address to the most recent and current payment address.
- If the payee was a Biller or institution that you are not permitted to designate.

## **TERMINATION OF ONLINE BANKING SERVICE**

The credit union may terminate this agreement and your use of Online Banking if you, or any authorized user of your account or PIN, breach this or any other agreement with the credit union; if the credit union has reason to believe that there has been unauthorized use of your account or PIN. The credit union also reserves the right to terminate access to bill payment after ninety (90) days of inactivity and Online Banking after one hundred eighty (180) days of inactivity.

You, or any other party to your account, can terminate this agreement by notifying the credit union in writing. Termination of service will be effective two (2) business days following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

## **NOTICES**

The credit union reserves the right to change the terms and conditions upon which this service is offered. The credit union will mail notice to you before the effective date of any changes, as required by law. Use of Online Banking is subject to existing regulation governing your accounts and any future changes to those regulations.

## **BILLING ERRORS**

In case of errors or questions about your Online or Mobile Banking service transactions, telephone the credit union at the phone number or write the credit union at the address set forth above in the Liability for Unauthorized Access section as soon as you can. The credit union must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell the credit union 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 ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the funds during the time it takes the credit union to complete our investigation. If the credit union has asked you to put your complaint or question in writing and the credit union does not receive it within ten (10) business days, the credit union will not credit your account.

The credit union will tell you the results within three (3) business days after completing our investigation. If the credit union discovers that an error did not occur, the credit union will send you a written explanation. You may ask for copies of the documents that the credit union used in our investigation.

If a notice of error involves an electronic funds transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time period(s) for action shall be twenty (20) business days in place of ten (10) business days. If an error involves an electronic funds transfer that was initiated in a foreign country or occurred within thirty (30) days after the first deposit to the account was made, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.

#### **ENFORCEMENT**

You agree to be liable to the credit union for any liability, loss or expense as provided in this agreement that the credit union incurs as a result of any dispute involving your accounts or services. You authorize the credit union to deduct any such liability, loss or expense from your accounts without prior notice to you. In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts accessed under this agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, or any post-judgment collection actions, if applicable.

#### **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with all applicable federal laws, all applicable substantive laws in the State of Washington, and the Bylaws of the credit union as they now exist or may be hereafter amended. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between terms of the agreement and any applicable law, regulation or rule, the terms of this agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between us.