

# iQ Credit Union eServices Agreement

This eServices Agreement (“Agreement”) sets forth your and our rights and responsibilities concerning use of the iQ Credit Union Electronic Services. eServices consist of Online Banking, Mobile Banking electronic signatures, and eDelivery.

In this Agreement, the words “you” and “your” mean the enrolling in eServices and signer of this eServices Agreement. The words “we”, “us”, and “our” mean iQ Credit Union.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT:

You are preparing to receive required consumer disclosures and notices in an electronic form. Therefore, this Agreement serves the following purposes:

- Obtain your affirmative consent to receive the required consumer disclosures, account statements and notices in electronic form and provide you with a clear statement about your rights in regard to receiving electronic consumer disclosures and notices as outlined in the Electronic Signatures in Global and National Commerce (E-SIGN) Act;
  - Present you with the required consumer disclosures for electronic record and signatures.
  - Present you with the required consumer disclosures for the iQ Credit Union Online and Mobile Banking Services; and set out the rights and responsibilities of the parties with respect to the Online and Mobile Banking Service.
  - Present you with the required consumer disclosure for electronic delivery (eDelivery) of deposit and open-end loan statements, VISA statements, and daily notices.

## REQUIRED HARDWARE AND SOFTWARE FOR ACCESSING eSERVICES

You understand that to access and retain this disclosure and to use the iQ Credit Union eServices, you must have the following:

- an Internet browser that has “cookies” enabled and supports 128 bit encryption,
- an Internet e-mail account and address capable of reading and responding to your email,
- a personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing that meets our system requirements (“Personal Computer”), as may be set out on our Web site, and
- either a printer capable of printing from your browser and email software or sufficient electronic storage space to store this disclosure.

By executing this Agreement you agree and acknowledge that you are solely responsible for acquiring and maintaining the computer, computer equipment, and other electronic devices necessary to access eServices. You also acknowledge and agree that you are responsible for all related costs associated with accessing eServices.

### If Requirements Change:

After your consent, if a change in the hardware or software requirements needed to access or retain electronic records creates a material risk that you will not be able to access or retain a subsequent electronic record that was the subject of the consent, we will — (i) provide you with a statement of the revised hardware and software requirements for access to and retention of the electronic records, and (ii) the right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not disclosed.

## EMAIL ADDRESS

eServices require your current email address to be on file. If your email address changes, you must update your email by contacting iQ Credit Union at 360.695.3441 or through Online Banking. After logging in, you will find this under the Member Service tab.

BY CLICKING THE “I AGREE” BUTTON BELOW YOU ARE AFFIRMATIVELY CONSENTING TO RECEIVE THIS REQUIRED DISCLOSURE IN ELECTRONIC FORM AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR ANY CHANGES THERETO. YOU ARE FURTHER CONFIRMING THAT

YOU HAVE THE HARDWARE AND SOFTWARE DESCRIBED BELOW, THAT YOU ARE ABLE TO RECEIVE AND REVIEW ELECTRONIC COMMUNICATIONS IN THE MANNER WE HAVE DESCRIBED BELOW, AND THAT ANY EMAIL ADDRESS OR MOBILE PHONE NUMBER(S) YOU HAVE PROVIDED TO US ARE ACTIVE AND VALID. YOU ARE ALSO CONFIRMING THAT YOU ARE AUTHORIZED TO, AND DO, CONSENT ON BEHALF OF ALL THE OTHER ACCOUNT OWNERS, AUTHORIZED SIGNERS, AUTHORIZED REPRESENTATIVES, DELEGATES, AND /OR SERVICE USERS.

## 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 Online Banking service 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 the Credit Union and changing your access code immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by 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 eServices.

## TERMINATION OF PERSONAL ONLINE BANKING SERVICES.

- You agree that we may terminate this Agreement and your use of any Personal Online Banking Services, if:
- You or any authorized user of your account or access code breach this agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or access code; or
- You breach any provisions of your Membership and Account Agreement or any other agreement with the Credit Union.

You or any other party to your account can terminate this Agreement by notifying us in writing by mailing your notification to iQ Credit Union, ATTN: eServices PO Box 1739, Vancouver, WA 98668-1739. Termination of service will be effective the first (1st) 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. Termination of Online Banking will also terminate eDelivery and as a result you will incur a monthly fee for receiving paper statements.

## 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 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 the Credit Union account and any future changes to those regulations.

## BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

## FEES AND CHARGES.

There may be certain charges for the Online Banking Services as set forth on the Rate and Fee Schedule, as amended from time to time.

## How to contact iQ Credit Union:

You may contact us to let us know of your changes as to how we may

contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically call or write iQ Credit Union at 360.695.3441, PO Box 1739 Vancouver, WA 98668.

## ONLINE AND MOBILE BANKING

iQ Credit Union Online and Mobile Banking Service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

- You have the right to have this disclosure agreement provided or made available on paper or in non-electronic form,
- You have the right to withdraw your consent to have disclosures or notices provided or made available in an electronic form, but this will result in the termination of the Online and Mobile Banking Service,
- The consent to receive electronic consumer disclosures and notices applies to all future required consumer disclosures and notices, of any kind, in connection with Online and Mobile Banking, this Agreement, or other service or user agreements for online or mobile access to our Online and Mobile Banking Service, and all amendments or addendums to any of these agreement,
- You can update your electronic contact information within the Online Banking Service or calling the Member Solutions Center,
- After clicking the "I Agree" button, you may obtain a copy of this consumer disclosure at iQcu.com by clicking on the disclosures link at the bottom on the home page or visiting any branch.
- You understand that to access and retain this disclosure and to use the Online and Mobile Banking Service, you must have the following: a PC with an Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an Internet e-mail address, and either a printer or sufficient electronic space to store this disclosure. If these requirements change, you will be promptly notified.

## ACCOUNT ACCESS.

If we approve your request for the Online and Mobile Banking service, you will need a personal computer or qualified mobile communications device and access to the Internet. For security purposes, each primary account holder will be required to select a username and password, select 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 Online Banking. We will not be responsible for any errors or failures involving telephone service, Internet service provider, your software installation or your computer's operation.

You may use Online Banking services to do the following:

- 1. Transfers.** You may transfer funds between accounts with the same member account numbers (i.e. checking and savings). If you have more than one membership, you will need to request that the Credit Union link those accounts before you can transfer funds between them.
- 2. External Account Transfers.** You may transfer funds to other financial institution accounts. 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. (set up not available through the Mobile App)
- 3. Account Balance.** You may review account balance information for any of your accounts, both deposit and loan.
- 4. Transaction History.** You may view the transaction history for any loan or deposit account.
- 5. Secure Messaging.** You may communicate with the Credit Union using the secure message system or email feature within Online Banking. This provides a secure channel for communications between you and the Credit Union. Just click on the Messages link on your screen.
- 6. Stop Payment.** You may request stop payment orders on your checking account.
- 7. Bill Payments.** You may make bill payments using the online Bill Pay service.

- 8. View Check Images.** You may view images of checks you have written.
- 9. Check Orders.** You may reorder checks. (not available on the Mobile App)
- 10. Tax Information.** You may obtain tax information regarding dividends earned and interest paid on your accounts. (not available on the Mobile App)
- 11. eDelivery.** You may elect to receive your statements electronically and view electronic versions of your statements and daily notices. (not available on the Mobile App)
- 12. Alerts.** You may elect to have alerts sent to you via a registered email address. (set up not available through the Mobile App)

**Availability.** Online Banking is generally accessible 24 hours a day, seven days a week. Online Banking may be inaccessible for a reasonable period weekly to perform system maintenance. We reserve the right to suspend or terminate access to Online and Mobile Banking services for any reason without notice.

**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. We 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.

**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.

**Alerts.** The Alerts Service allows you to request and receive messages about your account(s). You may receive Alerts via Internet email addresses, subject to the terms and conditions of your Internet service provider(s). 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. We 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-Mail and Stop Payment Requests.** The Credit Union may not immediately receive e-mail communications that you send and the Credit Union will not take action based on e-mail requests until the Credit Union actually receives your message and has a reasonable opportunity to act. Any stop payment request you transmit electronically is deemed to be an oral request and will expire in fourteen (14) days unless confirmed in writing in accordance with your Membership and Account Agreement. If you need to contact the Credit Union immediately regarding an unauthorized transaction or stop payment request, see Member Liability.

## MOBILE BANKING.

- Your mobile device must be a web supported device and meets all technical requirements for the proper delivery of Mobile Banking.
- You understand and agree that you are obligated to ensure your mobile device allows you to maintain secure access to the Mobile Banking services.
- You understand and agree that you are responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Banking and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements to your Mobile Device or software.
- You understand and agree that you are responsible for the payment of any and all costs and expenses associated with

meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Banking.

- All Bill Payment payees must be established within Online Banking before payments can be made to the payee via Mobile Banking.
- 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.
- You are obligated to pay any and all expenses related to the use of your mobile device, including but not limited to, wireless carrier service or Internet service charges. Please check with your mobile service provider for details on specific fees and charges that your provider may impose.
- We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using your mobile device, electronic mail or the Internet.
- We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects or malfunctions of your mobile device, or failures of or interruptions in any electrical, wireless carrier or Internet services.

### Online Bill Pay.

The bill payment service allows you to pay bills out of a designated account on a one-time or periodic basis to payees that you designate subject to the limitations described below. With respect to this service, the word “account” means a checking account you have with the Credit Union that you have designated as your bill payment account. You authorize us to process Bill Payments from your designated account.

**Initiating Payments.** You may use the Bill Pay service to initiate three (3) different types of payment transactions:

1. **Today.** “Today” transactions are payments you designate to be paid immediately. “Today” Bill Payments will be immediately deducted from your account following your Bill Pay session. Therefore, you must have sufficient funds available at the time of the Bill Payment request and you agree the payment may not be canceled for any reason after you transmit it.
2. **Future.** “Future” transactions are payments you designate to be paid at a future date up to three hundred sixty-four (364) days in advance of the “Send On” Date. The transaction will be processed on the “Send On” Date or the next business day if the “Send On” Date falls on a weekend or holiday. Business days are Monday through Friday. Holidays are not included “Future” Transactions may be canceled or changed through the Bill Pay service up until 12:00 midnight before your “Send On” Date.
3. **Recurring.** “Recurring” transactions are payments you designate to reoccur on a specified regular basis (i.e., monthly). You may designate the start and end dates for payments for a maximum time period of forty (40) years. “Recurring” transactions will be deducted from your account on the “Send On” Date. “Recurring” transactions may be canceled or changed through the Bill Pay service up until 12:00 midnight before your “Send On” Date. There is a dollar limit on any Bill Payment of \$25,000.00, or the available balance in your designated account plus any available overdraft protection balance, whichever is less. Transfers to or from any account are subject to the terms and conditions applicable to that account as set forth in the Membership and Account Agreement and Rate and Fee Schedule.

**“Send On” Date vs. “Deliver By” Date.** When scheduling a bill payment, note the difference between the “SEND ON” date and the “DELIVER BY” date. The “SEND ON” date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an in-session message indicating this situation. If the second attempted deduction is not successful, the transaction will be canceled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the “DELIVER BY” date will be one business day later.

If you receive an email because the first attempted deduction was not successful, you should access Bill Pay to determine the date of the second deduction attempt. If you schedule a payment with the “SEND ON” date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the “SEND ON” date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The “DELIVER BY” date is the date that you can expect the payee to receive your payment. The “DELIVER BY” date for your payment should be no later than the due date the payee has indicated for the payment.

**Payment Guarantee.** If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating. The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a “Send On” date no later than July 1st).
2. The payment amount did not exceed the Bill Payment limit.
3. The payment was not made to a restricted payee (see below) or the following type of payee:
  - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
  - Payment to payees outside of the United States
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Tax entities
  - Collection agencies
5. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee’s records).
6. You had sufficient funds in your account during our first deduction attempt on the “SEND ON” date. We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

**Expedited Payments Guarantee.** If a Properly Scheduled Expedited Payment (defined below) is not received and posted by the payee as of the scheduled payment date, you will not be responsible for any Penalties (defined below) that arise due to the failure of such payment to post on the scheduled date and we will refund you the service fee associated with such payment. We will first attempt to have any such Penalties removed, and if the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your payee account noted appropriately to ensure that the situation does not negatively impact your credit rating. “Penalties” are defined as late fees or finance charges that are assessed on the Properly Scheduled Expedited Payment amount that did not post on the scheduled payment date, not those based on your total outstanding balance.

A "Properly Schedule Expedited Payment" is defined as a payment that:

1. was made from an account that has sufficient funds for the payment and any fees associated with the payment;
2. was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st);
3. the service indicates is deliverable on or prior to the applicable due date;
4. was not made for any of the following types of transactions:
  - Payments that failed due to insufficient funds or other reasons
  - Payments to settle securities transactions
  - Payments to payoff special or delayed financing for purchases
  - Payments to credit counseling agencies who pay creditors on your behalf
  - Payments to payees outside of the United States
  - Court-ordered payments such as alimony, child support, speeding tickets, etc.
  - Tax entities
  - Collection agencies
5. the information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records);
6. does not cause you to exceed any limits established by us for risk management purposes;
7. was scheduled when the system was available;
8. the payment complies with the payee's policies; and
9. you had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

**Payees.** You may schedule unlimited payments to payees located in the United States. We may not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If we do process a payment to such a payee, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

**Bill Payment Limits.** You may not schedule a single bill payment for greater than \$25,000.00.

**Canceling Bill Payments.** We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at anytime through Personal Online Banking. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

If you wish to place an oral stop payment on a recurring Bill Payment transaction, not using the Bill Pay service, the Credit Union must receive your oral stop payment request at least three (3) business days before the

payment is scheduled to be made. You may call toll-free at 1.866.270.3618 to request a stop payment. If you call, the Credit Union may require you to confirm your stop payment request in writing within fourteen (14) days after the call.

**Internet Email Notifications.** It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes
- User Name changes
- Internet email address change confirmations (sent to old and new addresses)
- Adding new Payees

**Processing Payments.** The amount of your requested Bill Payment will be deducted from your account on the "Send On" Date and will be processed by us on that date or the next business day should the processing date fall on a weekend or holiday. Therefore, you must have sufficient funds available to cover your payment by midnight on the day before the "Send On" Date. It is your responsibility to schedule your Bill Payments in such a manner that your obligations will be paid on time. If you do not allow sufficient time or your account has insufficient funds, you assume full responsibility for any late payments, finance charges that may be imposed, or other actions taken by a payee as a result of a late (or unpaid) payment. The Credit Union will not process any Bill Pay transfer if we know the required transaction information is incomplete. In any event, the Credit Union will not be liable for any transaction that contains incorrect information that the Credit Union was not responsible for providing or entering. If there are insufficient funds in your account to make the Bill Pay request, we may (in our sole discretion) either refuse to make the payment or make the payment and transfer funds from any overdraft protection account you have established. The Credit Union reserves the right to refuse to process payment instructions that reasonably appears to the Credit Union to be fraudulent or erroneous.

**Canceling or Changing Bill Payments.** Payments designated as "Today" transactions cannot be stopped, canceled, or changed once your Bill Pay session has ended. You may cancel or stop payment on Future and Recurring Bill Payment transactions under certain circumstances by following the instructions provided. If you discover an error in or want to change a payment instruction (i.e., payment date or payment amount) for a Bill Payment that you have already scheduled for transmission through the Bill Pay service, you may electronically edit or cancel your payment request through the Bill Pay service. Your cancellation or change request must be entered and transmitted through the Bill Pay service by midnight of the day before the "Send On" Date. If your request is not timely entered, you will be responsible for the payment.

#### **MOBILE AND DESKTOP CHECK DEPOSIT.**

Members may be provided with the ability to deposit checks remotely. Such deposits are subject to verification and some or all of the amount deposited may not be available for immediate withdrawal. Aggregate daily deposit limits and other restrictions shall apply. All members are solely responsible for the items remotely deposited and any item returned or rejected may be charged to your accounts. You agree to any such charges. For any remote deposit of any item, you will be responsible for preventing the transmission of another image of that item or the presentment of the item by any other means. You agree to securely retain the item remotely deposited for 60 days after it has been credited to your account. After 60 days, you may destroy such item or otherwise void it or render it incapable for transmission or presentment. Refer to the Electronic Deposit Service Agreement for full details.

#### **MEMBER LIABILITY.**

You are responsible for all transfers you authorize using your Online and Mobile Banking Services under this Agreement. If you permit other persons to use your Online and Mobile Banking Service 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 Online Banking Service, 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 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, call:

Member Solutions Center: 360.695.3441 or 800.247.4364  
Or write:  
iQ Credit Union PO Box 1739  
Vancouver, WA 98668-1739

#### **RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**

Transfers and withdrawals transacted through Online Banking will be recorded on your periodic statement. You will receive a statement at least once every quarter.

#### **ACCOUNT INFORMATION DISCLOSURE.**

- We will disclose information to third parties about your account or the transfers you make;
- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; and
- If you give us your written permission.

#### **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:

- 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.
- 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.
- 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.
- If circumstances beyond our 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 legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system beyond the Credit Union's control such as your Internet Service Provider.
- If you have not given the Credit Union complete, correct and current instructions so the Credit Union can make a transfer or bill payment.
- If the error was caused by a system other than our own.
- If there are other exceptions as established by the Credit Union.

#### **PREAUTHORIZED ELECTRONIC FUND TRANSFERS.**

**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 orally or through Personal Online Banking service or by telephone or in writing at iQ Credit Union PO Box 1739 Vancouver, WA 98668-1739, 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 oral. If we do require the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

- **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.
- **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.

#### **ERRORS.**

In case of errors or questions about your electronic transfers or electronic bill payments, telephone us at 360.695.3441 or write us at P.O. Box 1739, Vancouver, Washington 98668-1739 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number.

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.

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 ten (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 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.

#### **eDELIVERY**

iQ Credit Union is pleased to provide electronic delivery (eDelivery) for deposit and open-end loan statements, VISA statements, daily notices, and other information pertaining to change in terms. Electronic statements (eStatements) will contain all of the same information as paper statements, including account and transaction activity for your deposit and open-end loan accounts. VISA transactions and payments, and electronic funds transfer services. Electronic notices (eNotices) will contain all of the same information as daily paper notices including notices of insufficient funds, uncollected funds, approved overdrafts, over credit limit, past due payment, share certificate maturity, and transfers. eDelivery will also contain other information pertaining to change in terms including periodic notice of billing error rights, annual notices, year-end tax statements, and any change in terms notices. You will have the same opportunities to contact us about any errors or concerns. You will need a computer with Internet access, a compatible web browser, such as Internet Explorer, and an email address. We will make your eDelivery (eStatements and eNotices) available for you

to pick up at our web site and will send you an Internet email when they are available to be viewed. Go to [www.iQcu.com](http://www.iQcu.com), login to our secure iQonline and click on eDelivery to view your electronic statement. To view Notices and Disclosures, you may go to [www.iQcu.com](http://www.iQcu.com) and click on the "Disclosures" link.

In order for us to best serve you, it is necessary for us to maintain a current email address. There is only one Internet email account per member number. Reminders sent via Internet email for all sub-accounts under a particular member number will be delivered to the email address associated with that member number. You must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

If you choose to terminate the eDelivery service, you will incur a monthly fee for receiving paper statements. To do this, you can call us at 360-695-3441 or 1-800-247-4364, write to us at iQcu, PO Box 1739, Vancouver, WA 98668.

By submitting this form you request eDelivery of your monthly and or quarterly statement, VISA statement, daily notices, and any change in terms notification and consent to receive all of your eStatements, eNotices, and other change in terms notices electronically. If you have joint accounts, we are authorized to accept instructions from either joint owner and will follow the most recent instructions we receive. If we receive inconsistent instructions from joint owners, we will send paper statements. You acknowledge that you have been able to keep a copy of this form, either by printing it out or saving it to your computer. We remind you that safeguarding your confidential information is your responsibility. To avoid compromising the privacy of your financial information and the security of your accounts, do not keep your confidential information near your computer. You must agree to these policies before enrolling in iQ Credit Union eDelivery.

### **ELECTRONIC RECORD AND SIGNATURE**

From time to time, we may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

#### **By Signing Electronically**

- A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.
- A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.
- If a law requires a record to be in writing, an electronic record satisfies the law.
- If a law requires a signature, an electronic signature satisfies the law" Uniform Electronic Transactions Act, Section 7, 1999.

#### **All notices and disclosures will be provided electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign Express user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

Acknowledging your access and consent to receive materials electronically To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide

to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document, and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access, and
- Until or unless I notify iQ Credit Union as described below, I consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by iQ Credit Union during the course of my relationship.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a per-page fee as disclosed on our Service Pricing Schedule. To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you call 360.695.3441.

#### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. To inform us that you no longer want to receive future notices and disclosures in electronic format you may either decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may call or write iQ Credit Union at 360.695.3441 PO Box 1739 Vancouver, WA 98668.

#### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### **Electronic Deposit Service Agreement**

This Agreement between iQ Credit Union ("Credit Union") and Depositor governs the Electronic Deposit service ("Mobile Deposit", "Desktop Deposit" or "Service") provided to Depositor by Credit Union. By submitting the request for Electronic Deposit or by using the Service, Depositor agrees to the terms and conditions set forth in this Agreement. Credit Union may supply Depositor with additional online manuals, requirements, procedures, or specifications (collectively "Documentation") for use of the Electronic Deposit Service. All Documentation supplied by Credit Union is incorporated into this Agreement as if fully set forth herein. The Electronic Deposit Service is also subject to the terms and conditions of the iQ Credit Union Membership and Account Agreement or Business Membership and Account Agreement, as applicable. To the extent of any conflict, the provisions of this Agreement will govern the Electronic Deposit service.

**1. Equipment/Software.** All equipment used in connection with the Electronic Deposit service must satisfy technical specifications and requirements set forth in the Documentation. Such technical specifications and requirements may change from time to time in Credit Union's sole discretion. Depositor assumes responsibility for any loss, damages, claims, expenses, or liability arising from malfunction of Depositor's equipment. Credit Union will not be responsible in any manner for any deficiency caused in whole or in part by inaccurate or otherwise deficient data programs, equipment, or communication facilities provided by Depositor or parties other than Credit Union. In addition, Depositor agrees that Depositor will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Electronic Deposit technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

**2. Access to Service.** Electronic Deposit is accessed through the iQ Credit Union online banking service. A mobile version may also be available for authorized users. All terms, conditions, and technical requirements applicable to the online banking service also apply to the use of Electronic Deposit through online banking. Depositor shall maintain the confidentiality and security of any passwords, security information, or devices used to access the online banking service and the Electronic Deposit service.

### **3. Eligible Items.**

**a. Type of Item.** Using the Electronic Deposit service, Depositor may deposit only items eligible for treatment as cash items under Federal Reserve Operating Circular 3, drawn on financial institutions located within the United States. Items deposited using Electronic Deposit must be payable in United States Dollars. Remotely created checks (as that term is defined in Federal Reserve Regulation CC) are not eligible for deposit using the Electronic Deposit service.

**b. Item Quality.** Items deposited using the Electronic Deposit service must be legible, and must be of sufficient quality to create an image that satisfies all applicable requirements under Federal Reserve Regulation CC, Federal Reserve Operating Circular No. 3, this Agreement, and any other written standards that Credit Union provides to Depositor.

**c. Endorsement.** Each item must be endorsed by or on behalf of depositor.

**4. Image Quality.** Depositor is responsible for creating images of checks to be deposited through the Electronic Deposit service. Each image of a check deposited through the Electronic Deposit service must accurately represent, in every respect, all the information on the front and back of the check as of the time the check is deposited. Such information includes, but is not limited to, the amount of the check, the payee, the drawer's signature, and all other elements of a negotiable instrument under Uniform Commercial Code Article 3 as adopted in Washington. The MICR line and information identifying the drawer and paying Credit Union must be legible and unobscured. Depositor's endorsement and any other endorsements or information must also be unobscured. Images must conform to any standards for check image quality adopted by ANSI, the Federal Reserve, and any other standards communicated to Depositor by Credit Union.

### **5. Transmission and Receipt of Files.**

**a. File Transmission.** Depositor shall transmit files containing check images and employing methods and procedures specified by Credit Union. Credit Union will acknowledge receipt of files by transmitting a message to Depositor in the manner specified in the Documentation. Depositor is responsible for providing Credit Union with a current internet e-mail address and for notifying Credit Union of any changes. Files are not deemed received by Credit Union until Credit Union has transmitted to Depositor a message acknowledging receipt of the file. Acknowledgment of receipt of a file by Credit Union serves only to confirm that the file was received, and shall not be construed as confirmation that the file complies with the requirements of this Agreement, or is error-free, or that any particular item was included in the file or has been deposited. Credit Union shall not bear any liability to any party for errors in transmissions, including images dropped, distorted, or otherwise degraded in transmission.

**b. Rejection of Files.** Credit Union may in its discretion reject any file transmitted by Depositor or to reject any item within a file, and shall have no liability of any nature to Depositor for doing so. Credit Union shall notify Depositor as soon as reasonably possible when it rejects any file or item transmitted by Depositor.

**c. Receipt and Crediting of Deposits.** No item is deposited to Depositor's account until Credit Union has received and processed the file containing the item and has credited the item to Depositor's account. Any credit to the account given before Credit Union has received and processed the file is provisional and subject to receipt, processing, and correction or reversal. Depositor shall be responsible for verifying that deposits have been posted to appropriate accounts, and shall cooperate in any investigation and resolution of any unsuccessful or lost transmissions with the Credit Union. This may require Depositor to provide Credit Union with original documents as needed to resolve questions, disputes related to unusual transactions, or poor-quality transmissions.

**d. Reconciliation.** Credit Union shall notify Depositor of any discrepancy in a file (such as variation in the amount Depositor purports to deposit and the amount as determined by Credit Union) within one business day after a file is processed by Credit Union.

**6. Deposit/File Limitations.** Credit Union may establish limits on the aggregate or individual dollar amount of checks deposited using Electronic Deposit each day or each month (or such other period as Credit Union establishes). Depositor agrees to abide by such limits, and understands that Credit Union may reject deposits exceeding such limits. Credit Union may establish other limits on transactions by notifying Depositor.

**7. Cutoff Times.** Deposits received through Electronic Deposit will be processed and credited to Depositor's account immediately, unless the deposit requires administrative approval. Administrative approval may be required to address any issues with item eligibility, image quality, reconciliation, or deposit/file limitations. Deposits requiring administrative approval that are received after 5:30 pm PST may not be processed until the next business day. Deposits received by Credit Union through Electronic Deposit after that time will be processed and credited to Depositor's account as of the next Business day.

**8. Funds Availability.** Credit Union will generally make funds from items deposited through Electronic Deposit available as set forth in Credit Union's funds availability policy. The cutoff time set forth in this Agreement supersedes the cutoff time set forth in the funds availability policy. For purposes of funds availability, the Credit Union's headquarters is considered as the place of deposit.

**9. Clearing and Presentment of Items.** Credit Union may present or send items deposited through Electronic Deposit for presentment by any method and procedures Credit Union in its sole discretion deems appropriate. For example, Credit Union may transmit items as images or as data without images, or Credit Union may use images transmitted by Depositor to create a "substitute check" (also referred to as image replacement document or "IRD"). Credit Union may present or send items for presentment through the Federal Reserve, through local, regional, or national clearinghouses or exchanges, or through any other channel(s) Credit Union deems appropriate.

**10. Returned Deposits.** Depositor acknowledges and agrees that items deposited through Electronic Deposit and dishonored or otherwise returned unpaid will be returned to Depositor in the form of an electronic image, IRD, or paper copy of an IRD. Credit Union shall have no obligation regarding returned deposited items except as provided by applicable law, regulation, Federal Reserve rule or procedure, or clearinghouse rule.

**11. Warranties.** With respect to each item transmitted to Credit Union through the Electronic Deposit service, Depositor warrants as follows:  
a. The item is of the type that is permitted to be deposited using the Electronic Deposit service as set forth in this agreement.

b. Depositor is a person entitled to enforce the item or is authorized to obtain payment on behalf of a person entitled to enforce the item.

c. The original item and the electronic image of the item satisfy all standards set forth in this Agreement and in any additional documentation provided by Credit Union.

d. The image is not a duplicate of any image or item previously deposited by any method. The image is a true and accurate representation of the front and back of the original check, without any alteration. The drawer of the check has no defense against payment of the check.

e. The original item will not be deposited in any account or transferred to any other party by any means, and no person will receive a transfer, presentment, or return of, or otherwise be charged for the item (either the original item or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item that has already been paid.

f. Credit Union will not incur any loss or liability due to Depositor's transmission of an image rather than the original check.

g. All information provided by Depositor in connection with the item, including but not limited to the image of the item, is true and correct and accurate to the best of Depositor's knowledge.

h. The original item will be destroyed in accordance with the terms of this Agreement

i. Depositor has handled the original item in accordance with all applicable laws, rules, and regulations. Depositor has complied with the terms of this Agreement, and any applicable laws, regulations, and with any additional rules, procedures, or guidelines Credit Union has supplied to Depositor.

j. Depositor has not transmitted any virus, worm, or data of any kind that will harm Credit Union's information or communication systems.

**12. Fees.** Depositor shall pay Credit Union the fees associated with use of the Electronic Deposit service as set forth in Credit Union's current fee schedule applicable to Depositor's account.

**13. Compliance with Law.** Depositor agrees to use the Service for lawful purposes, and to comply with all applicable laws, rules, and regulations applicable to the Service and to Depositor.

**14. Indemnification.** Depositor agrees to indemnify, defend, and hold Credit Union harmless from and against any and all claims, damages, liabilities, or losses of any nature incurred by or Page asserted against Credit Union in connection with or related to Depositor's negligence, intentional misconduct, or breach of this Agreement.

**15. Destruction of Original Items.** All original items deposited through the Electronic Deposit service will be destroyed within sixty (60) days after the date of deposit, unless Credit Union asks Depositor to retain an original of any specific item(s). Depositor will undertake reasonable security measures to ensure that such items are protected from theft, loss, or unauthorized access before they are destroyed.

**16. Data and Systems Security.** Depositor agrees to implement and maintain appropriate security measures to safeguard the security of images and data in Depositor's possession or control from unauthorized access or disclosure. In no event shall Depositor take precautions any less stringent than those employed to protect its own proprietary and confidential information. On request, Depositor shall provide Credit Union with information regarding Depositor's internal controls and security procedures. If Credit Union believes that Depositor's controls, security measures, and procedures are inadequate to safeguard the item images and data maintained by Depositor, Credit Union may require Depositor to establish additional controls, security measures, and procedures. Depositor agrees to indemnify, defend, and hold Credit Union harmless from and against any disclosure of or unauthorized access to any other party's confidential

information (such as checking account number and financial institution) maintained by Depositor. Depositor agrees to notify Credit Union of any such disclosure, or of any penetration of Depositor's systems or information security measures by unauthorized parties.

**17. Alternate Deposit Method.** Credit Union makes no warranty or representation as to availability of the Electronic Deposit service. Depositor shall maintain backup procedures and capabilities in order to deposit items by an alternate method if for any reason the Electronic Deposit service is inoperative or unavailable.

**18. Amendment.** The Credit Union may amend the terms of this Agreement and the Service at any time by providing notice to Depositor.

**19. Term and Termination.** This Agreement shall govern all use of the Service by Depositor. Either Credit Union or Depositor may terminate Depositor's use of the Service at any time for any reason. Notwithstanding termination, this Agreement shall govern the parties' rights, liabilities, and duties as to all.