



## **Online Banking, Mobile Banking, Mobile Deposit and Bill Payment Disclosure and Agreement**

### **Introduction**

Online Banking, Mobile Banking, Mobile Deposit and Bill Payment are services provided by Eagle Community Credit Union (Eagle CU) to our members. This Disclosure and Agreement (Agreement) for accessing your Eagle CU accounts via Online Banking, Mobile Banking, and/or Bill Payment and utilizing Mobile Deposit is provided for your information. Please read it carefully as it pertains to your accounts and electronic services. For the purpose of this Agreement, the terms "we," "us," "our," "Eagle" and "credit union" refer to Eagle Community Credit Union. "You" or "your" refers to members. "Agreement" refers to this Online Banking/Mobile Banking/Mobile Deposit/Bill Payment Disclosure and Agreement between Eagle CU and a member.

The first time you access your Eagle CU account(s) through Online Banking confirms your agreement to abide by the terms and conditions of this Agreement and acknowledges your receipt and understanding of this disclosure. We may change terms or amend this Agreement from time to time without notice or as otherwise provided by law. Online Banking/Mobile Banking/Mobile Deposit/Bill Payment services can be used to access certain Eagle CU accounts. Each of your accounts at Eagle CU is also governed by the applicable account disclosure statement (your *Disclosure and Agreement of Terms and Conditions* and *Electronic Services Disclosure and Agreement*, prior receipt of which you acknowledge).

This Agreement will be governed by and interpreted in accordance with federal law and regulation, and to the extent that there is no applicable federal law or regulation, by the laws of the State of California. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be

brought in the county in which the Credit Union's headquarters office is located.

You acknowledge electronic receipt of the Online Banking/Mobile Banking/Mobile Deposit/Bill Payment Disclosure and Agreement (Agreement) associated with Eagle Community Credit Union's Online Banking, Mobile Banking, Mobile Deposit and Bill Payment services and agree to abide by this agreement. You also agree that Eagle CU does not need to provide you with an additional paper (non-electronic) copy of this agreement unless specifically requested. Further, you understand that using your browser's print command and a printer you can print a copy of this agreement.

### **Keeping Your Account Confidential**

#### **A. Password Protection**

For your protection, a Password is required to log onto your account through Online Banking or Mobile Banking. We recommend that you frequently change your password used to access Online Banking and Mobile Banking services. You agree to hold your password in strict confidence and you will notify us immediately if your password is lost or stolen. It is recommended that you memorize your access code and do not write it down. You are responsible for keeping your access code and account information confidential.

Any person whom you permit to use your access code will have access to your entire account, including the ability to transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments. We refer to such person as an authorized user and you agree that an authorized user may transfer funds from your savings, checking, money market and loan accounts, and authorize bill payments.

#### **B. Personal Information Protection**

In addition to protecting your password and account information, you should also protect

your personal identification information, such as your driver's license, Social Security Number, etc. This information, alone or together with information on your account, may allow unauthorized access to your account. It is your responsibility to protect your personal information with the same level of care that you protect your account information.

### **C. Examine Your Statement**

You must promptly review your statement upon receipt or frequently review transaction history through Online Banking or Mobile Banking. Report any unauthorized transactions as soon as possible. See "In Case of Errors or Questions About Your Electronic Transfers".

### **How to Reach Us**

#### **A. Business Days**

Our business days and hours are Monday through Thursday from 9 a.m. to 5 p.m. PST, Friday until 6 p.m. PST excluding federal holidays. Some of our branches are also open on Saturdays from 9 a.m. PST to 2 p.m. PST. See our website at [www.EagleCU.org](http://www.EagleCU.org) for a complete list of branch locations and hours. You can contact us by visiting one of our branch offices during normal business hours or by calling us at **(949) 588-9400** or **(800) Eagle CU (324-5328)** or email us [msupport@eaglecu.org](mailto:msupport@eaglecu.org). Calling us is the best way to report any problems or to get questions answered. If you cannot call us or come in person, you can write to us at: Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696.

#### **B. Email**

Sending email through our website is one way to communicate with us. We have provided email links for you to ask questions or give comments regarding our website or Online Banking service. Please note that email is not initiated from a secure session. To ensure the security of your account information, you cannot use email to initiate transactions on your account(s). In addition, we recommend that you contact us by telephone to report any problems or ask questions about your account.

For account transactions, please log in with

your password to a secured Online Banking or Mobile Banking session, or call our Member Service Center at (949) 588-9400 or (800) Eagle CU (324-5328) Monday through Thursday, from 9 a.m. to 5 p.m. PST, Friday until 6pm and Saturdays from 9 a.m. to 2.p.m. excluding holidays.

### **Electronic Funds Transfers**

#### **A. Business Days**

For purposes of these Electronic Funds Transfer disclosures, our business days are Monday through Friday, excluding federal holidays.

#### **B. Service Description**

##### **Online Banking**

Online Banking is a service provided to our members. By using Online Banking with your password, you can:

- View up-to-the-minute account balances and transaction information
- Pay your bills online with Bill Pay
- Make timely loan payments
- Open new accounts
- Apply for loans online
- View and print cleared check images on demand
- Transfer funds between shares under your Eagle CU account
- Transfer funds to another financial institution
- View pending transactions
- View and save eDocuments
- Place a stop payment
- Request a check withdrawal from your account
- Change your certificate maturity disbursement options
- Get eAlert notifications for the account conditions you specify
- Change email address
- Download account history into personal financial management software, such as Quicken

### **Mobile Banking**

Mobile Banking is a personal financial information management service that allows you to view your account balances and transaction history and make transfers between accounts at Eagle via a downloadable application on your wireless device using compatible and supported mobile phones and/or other compatible and supported wireless devices. Members must be registered for Online Banking to use Mobile Banking. By using Mobile Banking with your password you can:

- View account balances and transaction history
- Transfer funds between shares under your Eagle CU account
- Locate Credit Union ATMs
- View check images
- Deposit paper checks through the Mobile Deposit application

You agree and understand that the Services may not be accessible or may have limited utility over some mobile telephone networks, while roaming or otherwise. The most current list of available Services is posted on our website which is accessed at [www.EagleCU.org](http://www.EagleCU.org).

### **Bill Payment**

Bill Payment is a service provided to our members. By using Bill Payment you can:

- Load payee information only once and use it for all future payments
- Have recurring bills paid automatically
- Check on the status of current or past payments

### **C. Account Access**

Services available may be added or canceled at any time. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules contained in this Agreement.

You can use Online Banking, Mobile Banking, Mobile Deposit and Bill Payment seven days a

week, 24 hours a day. However, from time to time, some or all of our services may not be available due to system maintenance. During such times, you may call our Member Service Center or visit one of our branches.

### **D. Limitations on Funds Transfers from Savings and Money Market Accounts**

Pursuant to federal regulations, you are limited as to the number of certain transactions you can make on your savings/money market shares. You are allowed a combined maximum of six online transfers, telephone transfers, preauthorized transfers, and checks clearing each month from any savings or money market share.

Online transfers are transfers from savings/Money Market to other Eagle Credit Union shares initiated through Online Banking or Mobile Banking. Telephone transfers are transfers from savings/Money Market to other Eagle Credit Union savings or loans initiated by a personal telephone call. Preauthorized transfers are transfers made according to a specific agreement between a member and us or another party. (Examples of preauthorized transfers are automatic overdraft transfers from savings shares to other Eagle Credit Union shares, or regular electronic payments from savings made to a third party, such as health clubs, insurance companies, etc.) Check access refers to any checks you write on your Money Market share account. Minimum withdrawal amount from the Money Market Account is \$100.00.

### **E. Confidentiality**

We will disclose information to third parties about your account or the transfers you make only when one of the following conditions exists:

- to conduct normal business such as statement printing

- when necessary to complete a transaction requested by you
- in order to verify the existence and status of your account(s), such as for a retail merchant or credit reporting agency
- in order to comply with government agencies or court orders
- if you give us written permission

#### **F. Documentation**

You will receive monthly account statements. You may elect to receive your monthly statements electronically through our eDocuments service. With eDocuments, your monthly account statements will be available for you to view and print within our Online Banking system. We will send you an email message monthly to notify you when your statements are available.

If you have arranged to have direct deposits made to your account, you can review your account history using Online Banking, Mobile Banking or call us at (949) 588-9400 or (800) Eagle CU (324-5328) to find out whether or not the deposit has been made.

#### **G. Preauthorized Payments**

**Right to Stop Payment and Procedure for Doing So:** If you have told us in advance to make regular payments (preauthorized payments) out of your account, you can stop any of these payments. Here's how:

Call us at (949) 588-9400 or (800) Eagle CU (324-5328), or write us at Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and send it to us within 14 days after your call. (See your *Disclosure and Agreement of Terms and Conditions* and our *Services Pricing Schedule*, prior receipt of which you acknowledge, for stop payment charge.) You may not stop payment on a Debit Card transaction.

If you order us to stop one of these payments

three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

If you create a Transfer to an Outside Institution through Online Banking, you can also cancel the payment through Online Banking before it is processed.

#### **H. Liability for Failure to Make Transfer**

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to access to or use of the Services. These difficulties may result in loss of data, personalization settings, or other interruptions. Therefore, we shall not be responsible for the timeliness, deletion, mis-delivery, or failure to store any user data, communications, or personalization settings in connection with your use of the Services. Further, we shall not be responsible for the operation, security, functionality, or availability of any Wireless Device or mobile network which you utilize to access the Services.

Financial information shown on your Personal Computer or Wireless Device while using the Services reflects the most recent account information available to us, but it may not be current. You agree that we shall not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

If we do not complete a transfer to or from your account, or a Bill Payment, on time or in the correct amount according to our agreement with you, we will be liable for your related losses or damages. However, there are some exceptions. We will NOT be liable:

- if, through no fault of ours, you do not have enough money in your account to make the transfer
- if the transfer would exceed the credit limit on your Line of Credit Loan

- if your loan is delinquent
- if the device you are working from was not working properly and you knew about the problem when you started the transfer
- if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions taken
- there may be other exceptions stated in our agreement with you

THE FOREGOING SHALL CONSTITUTE EAGLE COMMUNITY CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL EAGLE COMMUNITY CREDIT UNION OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

#### **I. In Case of Errors or Questions About Your Electronic Funds Transfers**

Telephone us at (949) 588-9400 or (800) Eagle CU (324-5328), or write us at Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696, as soon as you can if you think your statement or receipt is wrong, or if you need more information about a transaction listed on your statement or transaction receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

In order to help you with your questions, we will need the following information:

- your name, account number, and transaction date in question
- the error or transfer you are unsure about, and why you believe there is an error or why you need more information

- the dollar amount of the suspect transaction

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have 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. An account is considered a new account for 30 days after the first deposit is made.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error we will reverse any provisional credit and send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **J. Lost or Stolen Password/PIN**

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, telephone us (949) 588-9400 or (800) Eagle CU (324-5328), or write us at Eagle Community Credit Union, P.O. Box 5196, Lake Forest, CA 92609-8696 as soon as you can.

#### **K. Liability for Unauthorized Use—Online Banking/Mobile Banking/Mobile Deposit/Bill Payment Transactions**

Tell us AT ONCE if you believe that your password has been lost, stolen, or discovered by an unauthorized person. Telephoning is the

best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two business days of your discovery, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you authorize someone else to use your password, you are responsible for all transactions which that person initiates at any time, even if the amount of the transaction or number of transactions exceeds what you authorized. You agree to exercise caution when utilizing the Services on your Personal Computer or Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

#### **L. Use of Services**

You accept full responsibility for making sure that you understand how to access and use the Services before you actually do so and for using the Services in accordance with the online instructions posted on our Website. You also accept full responsibility for making sure that you know how to properly use your Personal

Computer, Wireless Device and the software ("Software") that enables you to access and use the Services. Regardless of any changes we may make in accessing or using the Services, you are responsible for making sure you that you understand how to access and use them.

We will not be liable to you for any losses, costs, or damages caused by your failure to properly access or use the Services, your computer or your Wireless Device.

#### **M. Software License**

You are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install, and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of this Agreement in accordance with its provisions; (ii) your deletion of the Software from your Wireless Device; or (iii) our written notice to you of termination at anytime which we may give with or without cause. If this License is revoked for any reason, you agree to promptly delete the Software from your Wireless Device. The provisions of this Agreement shall survive revocation of the License and/or termination of this Agreement.

#### **N. Your Obligations**

When you use your Personal Computer or Wireless Device to access accounts, you agree to the following:

- **Account Ownership/Accurate Information**  
You represent that you are the legal owner of the accounts and other financial information that may be accessed via use of the Services. You represent and agree that all information that you may provide to us in

connection with any one of the Services is accurate, current, and complete. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

- **Proprietary Rights**

You may not copy, reproduce, distribute, or create derivative works from the Services or our Website content. Further, you agree not to reverse engineer or reverse compile any technology relating to the Services, including, but not limited to, any Software or other associated mobile phone applications.

- **User Conduct**

You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Services to impersonate another person or entity; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (d) be false, misleading, or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, unlawfully threatening, or unlawfully harassing; (g) be perceived as illegal, offensive, or objectionable; (h) interfere with or disrupt computer networks connected to the Services; (i) interfere with or disrupt the use of the Services by any other user; or (k) use the Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

- **No Commercial Use or Re-sale**

You agree that the Services are for personal use only. You agree not to resell or make commercial use of the Services.

### **O. Miscellaneous Fees and Charges**

There are no fees or charges for accessing your account through Online Banking, Mobile Banking or Bill Payment. Other fees, as described in your account disclosure (your *Disclosure and Agreement of Terms and Conditions*, prior receipt of which you acknowledge), may apply to services you order online. Please see our *Service Pricing* for a list of account fees. Please note that fees may be assessed and billed separately by your online service provider, or your cell phone service provider.

### **Additional Terms and Conditions Applicable to Mobile Banking**

#### **General**

You may access your accounts via Mobile Banking ("Mobile Banking" or "Service"). Use of the Service constitutes acceptance of these Terms and Conditions. In order to remain eligible for the Service, you must adhere to the requirements of the Terms and Conditions. From time to time, the Credit Union may announce additional features and/or changes that become available through the Service.

#### **Enrolling:**

**Before using or registering for Mobile Banking via your mobile phone you must first register for Online Banking via your personal computer.**

If you have an iPhone:

- Launch iTunes on your computer, or the App Store on your phone
- Search for "Eagle Community Credit Union"
- Download the app

If you have a Blackberry:

- Launch your phone's browser and go to <https://www.umpns.org/bb>
- Find the Eagle CU App from the list and click on it
- The application will download to your phone
- Launch your newly downloaded Blackberry application

If you have an Android:

- Launch the Android Marketplace on your phone
- Search for "Eagle Community Credit Union"
- Download the app

### **1. Access**

Mobile Banking is offered as a convenience to you and is included within our Online Banking services. Mobile Banking is not a replacement to Online Banking from your personal computer.

We are entitled to act upon instructions we receive under your User ID and Password and you are liable for all transactions made or authorized with the use of your User ID and Password. We have no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk.

We are not liable for war, acts of government that may restrict or impair use of the Service, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us in conjunction with your User ID and Password, you authorize us to complete the transaction. Any requests or instructions we receive from you through the Service constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you.

Your access to Service will be blocked in the event your User ID and Password are entered incorrectly on five consecutive attempts or if you are unable to correctly answer the security questions in three attempts. If this happens, please call us at (949) 588-9400 or (800) Eagle CU (324-5328).

Your Failure to comply with these Terms and Conditions will result in you no longer being allowed to use the Service.

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service or e-mail transmitted to and from us, will not be monitored or read by others.

### **2. Responsibilities**

You agree to notify us immediately if you lose your mobile phone. If you believe that someone may have unauthorized access to your Mobile Banking you agree to cancel your Mobile Banking service immediately.

You agree to comply with all applicable laws, rules and regulations in relation with Mobile Banking. We make no representation that content or use of Mobile Banking is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.



### **3. Cancellation of Service**

To cancel Mobile Banking service, remove the application from your wireless device.

### **4. Questions**

In case of questions, contact us at (949) 588-9400 or (800) Eagle CU (324-5328).

### **5. Limitations**

We cannot always foresee or anticipate technical or other difficulties with the Service. These difficulties may result in loss of data, personalization settings or other Service interruptions. Notwithstanding the terms contained herein, with respect to the Service, we do not assume responsibility for the timeliness, deletion, mis-delivery or failure to store any user data, communications or personalization settings.

### **Bill Payment Terms and Conditions**

#### **(A) Bill Payment Scheduling**

When scheduling Bill Payments you must consider the time required for the payment to reach the Biller. Schedule the payment far enough in advance to allow for processing/mail time before the actual Due Date reflected on your Biller statement.

#### **(B) Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your Payment Account on the date you indicate for payment. You also authorize our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

#### **(C) Payment Methods**

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment or check payment.

#### **(D) Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

#### **(E) Bill Payment Stop Payment Requests**

The ability of the Credit Union and our Service Provider to process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or electronic payment has cleared. We may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact our Member Service Center at (949) 588-9400 or (800) Eagle CU (324-5328). Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our *Service Pricing* schedule.

#### **(F) Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return Bill Payments to our Service Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. Our Service Provider will use its

best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service of returned payments.

**(G) Bill Payment Information Authorization**

Requests for Bill Payment privileges may not be fulfilled if the Credit Union and our Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that the Credit Union and our Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that the Credit Union and our Service Providers reserve the right to obtain financial information regarding your account from a Biller or us (for example, to resolve payment posting problems or for verification).

**(H) Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

**(I) Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall the Credit Union and our Service Provider(s) be liable for any claims or damages resulting from your scheduling of these types of payments. Research of exception payments shall be limited to proof of payment and/or unauthorized payments only. All other research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

**(J) Biller Limitation**

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This

notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**(K) Failed Transactions**

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed.

**Security**

NEITHER EAGLE CU NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Protecting your privacy is of great importance to your credit union. That's why we have always maintained a strict confidentiality policy to protect not only your financial assets, but your personal information as well. For more information please see our online [Privacy Policy](#).

*Encryption* – The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from “open” to “locked”. What this means to you is that your communications are scrambled from your browser to our servers at all times so

no unauthorized party can read the information as it is carried over the Internet.

*Certificate Authority* - The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the Certificate Authorities key may have expired; you will need to update your browser. By clicking on the lock within the Service, you can view the certificate to ensure it's valid.

*Cookies* - During your use of the Service, our Internet banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide an Access ID and Password for each individual transaction. Users must accept this cookie to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

*Additional Security Guidelines:*

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after ten (10) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you login.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-

repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.

- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

Additional Terms and Conditions Applicable to Mobile Deposit

**Use of Mobile Deposit Services**

Following your acceptance of this agreement, you are authorized to remotely deposit paper checks through the credit union's Mobile Deposit App. You can remotely deposit checks you receive to your account with us (the "Account") by electronically transmitting a digital image of the paper checks to the credit union for deposit. Your use of the Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth by Eagle Community Credit Union. (Eagle Community Credit Union iOS and Android Application version 2.3 or higher and/or a TWAIN compliant scanner for desktop use. Desktop use not available at this time). Upon receipt of the digital image, we will review the image for acceptability. You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification. Should the message or email be returned as undeliverable, we will have completed our obligation to alert you and therefore, we are under no further obligation to attempt any redelivery of the message or email. Further, you understand that we are not responsible if, for any reason, you do not receive our message or email. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors. You

understand that you are responsible for any information you transmit to us. The credit union is not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your Account. You agree that if you wish to attempt to deposit any rejected item again, you only will do so by depositing the original item on which the rejected item is based. You acknowledge and agree that even if we do not initially identify an electronic image as a rejected item, the substitute check created by us there from may nevertheless be returned to us because, among other reasons, the electronic image is deemed illegible by a paying bank. You understand that any amount credited to your Account for items deposited using the Mobile Deposit is a provisional credit and you agree to indemnify the credit union against any loss we suffer because of our acceptance of the remotely deposited check, including but not limited to attorney fees and costs.

In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the 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.

#### Guarantee Specific to Deposits Received for Credit to a Business Account:

Your use of the Mobile Deposit for the purpose of depositing to a Business Account constitutes your understanding and agreement that you may be personally liable for any expenses Eagle Community Credit Union incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the Business. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney’s fees as applicable, as well as any and all costs associated with Eagle Community Credit Union enforcing this Guarantee.

This Guarantee shall benefit the Eagle Community Credit Union and its successors and assigns.

**Check Requirements.** Any image of a check that you transmit to the credit union must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement will include the account number to which you are making the deposit, including the share ID and the words Mobile Deposit. The image of the check transmitted to the credit union must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

#### **Rejection of Deposit**

Eagle Community Credit Union is not liable for any service or late charges levied against you due to our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned. You will be notified by mail or email within two business days if our deposit is rejected.

#### **Items Returned Unpaid**

With respect to any item that you transmit to the credit union for remote deposit that we credit to your Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account.

#### **Email Address**

You agree to notify the credit union immediately if you change your email address, as this is the email address where we will send

you notification of receipt of remote deposit items or communicate to you regarding any remote deposit items, if necessary.

### **Unavailability of Mobile Deposit**

You understand and agree that the Mobile Deposit may at times be temporarily unavailable due to the Financial Institution's system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Mobile Deposit are unavailable, you acknowledge that you can deposit an original check at the credit union's branches or through our ATMs or by mailing the original check to us at Eagle Community Credit Union, PO Box 5196 Lake Forest, CA 92609-8696. It is your sole responsibility to verify that items deposited using the Mobile Deposit have been received and accepted for deposit by the credit union. However, we will email notification of items that are rejected by the next business day following rejection.

### **YOUR ABILITY TO WITHDRAWAL FUNDS**

Checks deposited through Mobile Deposit are not subject to Reg CC, however our practice is to follow our standards Funds Availability Policy. You may also request a copy of this Agreement be mailed to you by emailing us at [msupport@EagleCU.org](mailto:msupport@EagleCU.org) or calling us at (949) 588-9400 or (800) Eagle CU (324-5328).

### **SPECIAL ENDORSEMENT STANDARDS**

The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit an item that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your Checking or Loan Account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold the Credit Union harmless and indemnify us from any liability due to such delay or misrouting.

### **Internal Controls and Audit**

Mobile Deposit limits may change at any time without any prior notification. Eagle Community Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned items.

### **Accountholder's Warranties**

You make the following warranties and representations with respect to each image of an original check you transmit to the credit union utilizing the Mobile Deposit:

- 1) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) You will not deposit or otherwise endorse to a third party the original item (the original check) 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 it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through our Mobile Deposit, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

7) You have not knowingly failed to communicate any material information to the credit union.

8) You have possession of each original check deposited using the Mobile Deposit and no party will submit the original check for payment.

9) Files and images transmitted to the credit union will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

#### **Storage of Original Checks**

You must securely store each original check. If you are using the Service to deposit items into an account in the name of a Business to which you are a party you understand this means the original check(s) must be accessible only [under dual control] by your authorized personnel, that you deposit using the Mobile Deposit for a period of 7 days after transmission to the credit union. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

#### **Securing Images on Mobile Devices**

When using Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed and/or to delete the associated images from the application. You understand that the credit union is not responsible for any loss incurred by you due to your failure to properly safeguard any digital image that you take with your mobile device of any check you attempt to deposit using Mobile Deposit. **Accountholder's Indemnification Obligation.** You understand and agree you are required to indemnify the credit union and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses,

including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

#### **In Case of Errors**

In the event that you believe there has been an error with respect to any original check or image thereof transmitted to the credit union for deposit or a breach of this Agreement, you agree to immediately contact the credit union regarding such error or breach as set forth below. Telephone us at: 800-EAGLECU (800-324-5328) Or E-mail us at [msupport@eaglecu.org](mailto:msupport@eaglecu.org)

**Periodic Statement.** Any remote deposits made through the Mobile Deposit will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Mobile Deposit by no later than 60 days after you receive the monthly periodic statement that includes any transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

#### **Limitations on Frequency and Dollar Amount**

You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by the credit union.

#### **Unacceptable Deposits**

You understand and agree that you are not permitted to deposit the following items using the Mobile Deposit:

- 1) Any item drawn on your account or your affiliate's account.
- 2) Any item that is stamped with a "non-negotiable" watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is "stale dated" or "post dated."
- 7) Savings Bonds

- 8) Any third party check, item(s) made payable to someone other than you or other authorized signers on the account
- 9) Any item with a restrictive endorsement
- 10) Checks in excess of \$3,000, aggregate deposits in excess of \$3,000, deposits of more than 5 items per day

## **Other General Terms**

### **Exclusions of Warranties and Limitation of Damages**

THE FOREGOING SHALL CONSTITUTE EAGLE COMMUNITY CREDIT UNION AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. UNLESS OTHERWISE REQUIRED BY LAW, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY THE SERVICE. NOR SHALL WE BE RESPONSIBLE FOR ANY LATE FEES, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE. THE SERVICE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER AND MOBILE ACCESS DEVICE. NEITHER THE CREDIT UNION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

### **Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

The Credit Union and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of California, without regard to its conflicts of law's provisions.

### **Indemnity**

You agree to indemnify, defend, and hold the Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of this Agreement. The parties agree that this paragraph shall survive the termination of this Agreement.

### **Other Agreements**

In addition to this Agreement, you agree to be bound by and will comply with all terms and conditions, as described in your *Disclosure and Agreement of Terms and Conditions* and *Electronic Services Disclosure and Agreement*, prior receipt of which you acknowledge. In the event any provision in the *Disclosure and Agreement of Terms and Conditions* and the *Electronic Services Disclosure and Agreement* conflicts with any provision in this Agreement, the parties agree that this Agreement shall control.

Severability - In the event that any portion of this Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

Right to Terminate Agreement – Eagle Community Credit Union reserves the right to terminate this Agreement and your Online Banking/Mobile Banking/Mobile Deposit/Bill Payment access, in whole or in part, at any time without notice. You agree that we will not be liable to you or any third party for any discontinuance of Services.

Our Liability - Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Eagle Community Credit Union, OR by internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), OR by internet access providers OR by online service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of the installation, download, use, or maintenance of the equipment, software, Online Banking Services, Mobile Banking Services, Mobile Deposit, Bill Payment Services, or internet browser or access software. In this regard, although we have taken measures to provide security for communications from you to us via Online Banking, Mobile Banking, Mobile Deposit and Bill Payment, and may have referred to such communication as "secured," we cannot and do not provide any warranty or guarantee of such security.

We invite you to print a copy of this Online Banking/Mobile Banking/Mobile Deposit/Bill

Payment Disclosure and Agreement and retain it for your records. You may also request a copy of this Agreement be mailed to you by emailing us at [msupport@EagleCU.org](mailto:msupport@EagleCU.org) or calling us at (949) 588-9400 or (800) Eagle CU (324-5328).

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