

# Online User Agreement for Business

## Westby Co-op Credit Union Online Services Agreement

- PLEASE READ ENTIRE DOCUMENT - AT END OF THIS DOCUMENT, CLICK "ACCEPT" OR "DECLINE"

- KEEP A COPY FOR YOUR RECORDS

- THIS DISCLOSURE ENCOMPASSES THE TERMS AND CONDITIONS FOR ONLINE BANKING, MOBILE BANKING AND WEB BILL PAY

### TERMS AND CONDITIONS AGREEMENT

Westby Co-op Credit Union maintains Online Services as a service to our members. This Online Services Agreement (“Agreement”) governs your use of the Westby Co-op Credit Union online banking service (“Online Services” or the “Site”) and mobile banking service (“Online Services” or “Mobile App”), whether accessed through a computer or a mobile communications device. Please read this Agreement carefully. We recommend that you print a copy of this Agreement and retain it for your records.

For the purposes of this Agreement, the terms “we”, “us”, “our”, and “Credit Union” refer to Westby Co-op Credit Union and any agent, independent contractor, designee, or assignee the Credit Union may, at our sole discretion, involve in the provision of the Site. “You” or “your” refers to the person using the Site or Mobile App, including without limitation others you permit to use the Site or Mobile App. “Account” means any one or more share or loan accounts you have with the Credit Union. “Services” means any online services used by you in connection with this Agreement. “Communication” means any member agreements or amendments thereto, monthly (or other periodic) billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service, Account(s) or your membership, including but not limited to information that we are required by law to provide to you in writing. Electronic funds transfers (“EFTs”) are electronically initiated transactions through Online Services, including Mobile Banking, Bill Payment, and External Account Transfer service transactions involving your deposit accounts.

By accessing Online Services or allowing another to access your account(s) or using any services, including new services when they become available, you agree to comply with the terms in this Agreement. All transactions effected by use of Online Services and Bill Payment Services which would otherwise require your “wet” signature, or other authorization, shall be valid and effective as if “wet” signed by you when accomplished by use of the password or as otherwise authorized under this Agreement.

We may change the terms and conditions of this Agreement at any time. For example, we may amend, modify, add to, or delete from this Agreement from time to time. We may change this Agreement by electronically delivering through Online Services with a notice explaining the change or changes and we will update this Agreement on our website. However, if the change results in: (1) increased or new fees or charges; (2) increased liability for you; (3) fewer types of available Online Services; or (4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least thirty (30) days before the effective date of the change we will either electronically send you a notice or mail a written notice to you to the last address we have for you in our records. You must promptly notify us of any change in your e-mail or postal address by calling (608) 634-3118 during business hours, visiting any Westby Co-op Credit Union branch, web form through the Site [www.wccucreditunion.coop](http://www.wccucreditunion.coop), or writing us at P.O Box 70, Westby, WI 54667. By continuing to use Online Services after we send you notice of any change, you agree to the change. Further, we may, from time to time, revise or update the programs, services, and/or related material(s) rendering such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material(s) and limit access to our more recent versions and updates.

You have previously received our complete “Your Account Agreement” describing the terms of your accounts and your rights and obligations as they relate to EFTs, the terms and conditions of which remain in effect and are hereby incorporated by reference into this Agreement. In addition, in connection with your use of Online Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Site or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Site or Mobile App, you will be subject to, and/or required to agree to, separate user agreements, member agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, “Additional Agreements”), are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings, share, money market, or other deposit accounts,

loan, lines of credit and credit card accounts, and any other accounts that you may view, modify or otherwise access while using the Site or Mobile app; fee schedules; our Electronic Funds Transfer Agreement and Disclosures; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to Online Services, this Agreement controls, provided that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by us in an Additional Agreement.

## **ONLINE SERVICES**

This Agreement governs electronic access to the Site, access to services through your mobile communication device (“Mobile Banking”), and any additional online services that the Credit Union currently offers or may offer in the future. We have the right, from time to time, to introduce, remove or replace services on this site without notice. Online Services and Bill Payment Services allows access to your accounts through the use of a personal computer or remote computer terminal, communications software, a modem and your Electronic Access PIN described below. Types of Available Transactions:

1. Make transfers between your accounts.
2. Make transfers to accounts at other institutions and accounts of other Westby Co-op Credit Union members.
3. Make account inquiries.
4. Transfers from your Savings Account or Checking Account to make Credit Union loan payments.
5. Advances on your Line of Credit made by transfer.
6. Print copy of statement/account history.
7. Change your address on your account.
8. View copies of cleared check(s).
9. Access Bill Payment Services.
10. Access E-statement Services.
11. Stop Payments

You represent all information you provide to us in connection with the Online Services and your account(s) is accurate, current and complete and you have the right to provide said information to us. You agree to maintain your account information in an up to date and current manner. You further agree not to use Online Services in any way that would 1) infringe any third party copyright, patent, trademark, trade secret, or any other proprietary rights or rights of publicity or privacy; 2) be fraudulent or involve the sale of counterfeit or stolen items, including the use of Online Services to impersonate another person or entity; 3) violate any law, statute, ordinance, or regulation; 4) be false, misleading or inaccurate; 5) create liability for us or cause us to lose the services of any third party provider; 6) interfere with or disrupt our computer network; or 7) access information that you are not allowed to receive or view.

## **ONLINE SERVICES GENERAL EQUIPMENT REQUIREMENTS**

In order to use Online Services and successfully access and retain your electronic Communications, you must have the following hardware and software: A personal computer (including a monitor) capable of accessing the Internet and sending and receiving e-mail, and a printer capable of printing copies of Web site information for your records; and Internet access. To specifically access our Mobile App you must have a smartphone and/or tablet with either Android or Apple platform technology.

You agree to comply with your hardware and software requirements as well as use the most current version Microsoft® Windows, or Apple software; an Internet browser that supports 128-bit encryption, including recent versions of Chrome, Internet Explorer, Safari Mac, or Firefox; Adobe® Acrobat® Reader® software or Adobe® compatible software, so you can view Adobe® PDF files; and a computer hard drive capable of storing data, if you wish to store electronic Communications.

To properly access the Online Services, your browser must also have cookies enabled and allow Java scripts to run.

## **MOBILE BANKING SERVICES**

Mobile Banking allows access to accounts through use of a mobile device. All features and services available through Online Services are available via the Mobile Banking Mobile App. The terms and conditions in this Agreement that apply to Online Services also apply to Mobile Banking. By accessing Mobile Banking or using any related services, including new services when they become available, you agree to comply with the terms of this agreement.

To use the Mobile Banking service, you must use a mobile device with a service plan that includes text messaging and data and internet access with Secure Socket Layer (SSL) capability. The Mobile App is available for the iOS and Android mobile devices.

Third party fees may apply for data and internet access and text messaging. Contact your mobile device carrier for additional information.

In addition to the services available through our Site, the Mobile App also provides the ability to deposit checks remotely (Mobile Check Deposit or "MCD"). This service is not available for all accounts. If you do not have access to this service and are feel you qualify, please contact our Member Service Department at [1-608-634-3118](tel:1-608-634-3118).

You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended. You agree to log off of Mobile Banking at the completion of your online session.

In the event that your mobile device is lost or stolen and you believe you were not logged off and/or feel your log on credentials may have been compromised, please contact us at (608) 634-3118 or visit one of our branch locations during business hours. You may also send us written notification at P.O. Box 70, Westby, WI 54667. We also recommend that you contact your wireless service provider to have your device deactivated.

## **BILL PAYMENT SERVICES**

Credit Union members with eligible deposit accounts may also use the optional Bill Payment Service. The Bill Payment Service is accessed by logging into the Site or Mobile App and is subject to separate terms & conditions, which can be viewed, downloaded and printed by clicking on the "Terms & Conditions" link in the Bill Payment pages of the Site.

Bill payments can only be made from your Credit Union share draft/checking account and payments cannot be made to payees outside of the United States or its territories. Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee and/or by our bill payment service provider. Refer to the Bill Payment Services terms and conditions for complete details.

## **E-ALERTS**

Credit Union members who have enrolled in Online Services may also use the optional E-Alerts service ("E-Alerts"). E-Alerts are accessed by logging into the Site or Mobile App. In addition, the Mobile App provides optional Push Notifications for a variety of account-related transactions.

You may elect to receive alerts by e-mail or text message. There is no monthly fee for E-Alerts; however, you may be charged fees for receipt of text messages from your mobile phone service provider. Please refer to your mobile service provider for individual text message fee plans.

E-Alert notices are delivered on a daily basis, and may not alert you in "real time" with your transactions. E-Alerts are not a substitute for proper diligence regarding your balance and appropriate review of your statements. E-Alerts is provided as a courtesy only, and the E-Alerts service may be suspended or terminated in whole or in part at any time with or without notice to you. You agree that we are not responsible for any negative balances, fees, losses, late payments, or other failures to properly manage your account that might result from one or more alerts not reaching you. We are not responsible for any failures of your e-mail or mobile phone service, or your failure to properly update your information with us.

## **ADDITIONAL FEATURES**

We may occasionally introduce new features to, or eliminate features from, Online Services. When this happens, we will update the Site and Mobile App accordingly. You agree that you are: (1) solely responsible for acquiring and maintaining a computer or any other approved electronic device, such as a mobile device, and equipment that can handle and access the Site and Mobile App; and (2) responsible for all costs associated with accessing Online Services and your eligible accounts.

## **AUTHORIZATION**

You authorize use to transfer funds electronically between your designated account(s) and charge your designated account(s) for any transactions accomplished through your use of Online Services, including the amount of any recurring payment you make.

## **OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If you provide us with timely, complete, correct and accurate information and we do not then accurately complete a transfer to or from your Account or if we fail to cancel a transaction as properly requested or in the correct amount according to our agreement with you, we may be liable for losses or damages as a result. There are some exceptions to our liability for processing transactions on your Account(s), in addition to the general limitations of liability contained in this Agreement. For example, we will not be liable:

- If you do not have enough available funds in your Account to complete the transaction;
- If the account was closed as of the date of the transaction;
- If the money in the Account is subject to legal process or other claim or encumbrance restricting the transfer;
- If you do not have an adequate credit limit on a credit/loan account to complete the transaction;
- If any of your loan Accounts with the Credit Union are delinquent;
- If the Site was not working properly and you knew or were advised by us about the breakdown before you began the transaction;
- If your Password or username/ID has been compromised or we have reason to believe that the transaction is unauthorized;
- If the transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices, or governmental regulation;
- If we have reasonable cause not to honor an instruction for our protection or for yours;
- If you are in default under this Agreement or any other agreement with us;
- If your access to Online Services has been suspended;
- If our failure to complete the transaction was a result of efforts to protect the security of your account; If you have not provided us with complete, current and correct instructions to complete the transaction; If circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility, prevented the completion of the transaction; and
- If your Password is repeatedly entered incorrectly.

There may be other exceptions stated in our Additional Agreements with you.

OUR SOLE RESPONSIBILITY FOR AN ERROR IN A TRANSFER WILL BE TO CORRECT THE ERROR, BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **ONLINE ACCESS**

You access Online Services through our site using your username and password. You may access your account and other services through the Site and Mobile App seven days a week, 24 hours a day. However, at certain times, some or all of the Site or Mobile App may not be available due to routine maintenance or technical difficulties. The Credit Union's business days are Monday through Friday, 8:00 a.m. to 5:00 p.m. CST and Saturday 8:00 a.m. to 12:00 p.m. CST except all Federal holidays.

## **PERIODIC STATEMENT**

In accordance with the terms of the Additional Agreements, you will receive a monthly statement for draft accounts (unless there are no transfers in a particular month), for the account(s) which you have accessed using Online Services, Bill Payment Services, or any other electronic service. Your periodic statement will reflect the date that you initiated the transaction, the type of transaction, the amount of the transaction, the type of account(s) accessed by the transfer, and the amount of transfers occurring in that statement period. You will get a statement at least quarterly for any none draft accounts and may obtain the statement electronically.

## **REPRODUCTION OF RECORD**

You may print a record of any individual transaction conducted through Online Services at any time after the transaction is completed.

## **PASSWORD AND SECURITY**

You understand that you cannot use Online Services without a Password and/or such other security and authentication techniques as we may require from time to time. YOU AGREE THAT USE OF THE PASSWORD CONSTITUTES A REASONABLE SECURITY PROCEDURE FOR ANY TRANSACTION. Your Password acts as your signature. We may also require additional security procedures to initiate online transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures, such as random number generators, to enhance the security of your accounts.

You are responsible for the safekeeping of your Password. You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using these services. If you permit other persons to use these services or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use these services without your consent or has transferred money without your permission, you must notify us at once by calling (608) 634-3118 or visit a branch location during normal business hours.

If you voluntarily subscribe to a third-party account aggregation service where your selected Credit Union deposit and loan account(s) as well as your accounts at other financial/investment institutions may be accessed on a website, you may be required to give your Credit Union Password to the aggregate service provider. You understand that by doing so, you are providing the aggregate service provider access to your account(s) at the Credit Union. Westby Co-op Credit Union will not be liable for any losses, fraud and/or intentional misconduct that occur from using any third-party aggregation services.

The password you select is for the security of your account. We recommend that you frequently change your password. We recommend that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential. Any person who you permit to use your password will be an authorized user on your account. An authorized user may transfer funds from your savings, checking, money market and loan account(s), authorize bill payments and do any transactions available using your password. You authorize us to follow any instructions entered through the site using your password. If you authorized 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. If you believe your password has been lost, stolen or that someone has accessed your account without your permission, notify us immediately by calling us at (608) 634-3118 or visit a branch location.

## **AUTHORIZED USERS/SUB USERS**

You agree to create Roles for each authorized Sub User, only giving them access to the accounts/shares/loans and the permissions to act on those accounts/shares/loans that you deem necessary to complete their tasks. You agree to disable a Sub User's Online Access as soon as the Access is no longer needed. You agree to provide each Authorized User and Sub User a copy of these terms in connection with their use of the Services. The Credit Union may elect to verify the authenticity or content of any transaction or online request by placing a call to any authorized signer on your account at our discretion. We may delay any transaction or deny your access to Online Services without prior notice if we are unable to confirm any person's authority to access Online Services or if we believe such action is necessary for security reasons.

## **FEES AND CHARGES**

Except as otherwise provided in this Agreement or an applicable Additional Agreement, there is no monthly service charge for your use of Online Services. However, you understand and agree that your mobile communications service provider or internet service provider may impose fees or charges associated with your use of your mobile communication device or computer, and that the Credit Union is not responsible for such fees or charges.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ONLINE SERVICES**

If you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt, contact us by calling (608) 634-3118, visit a branch location or write us at P.O Box 70, Westby, WI 54667. Your responsibilities and liability in the event of an unauthorized transaction shall be determined according to the "Your Account Agreement".

## **E-MAIL**

E-mail is available as a way for you to ask questions, or express comments or concerns regarding our services. For security reasons, you may not use e-mail to initiate transactions on your account. The Credit

Union may not immediately receive e-mail communications you send and will not take action based on email requests until we actually receive your message and have a reasonable opportunity to act. We will never disclose or ask you to disclose your account number or PIN via e-mail.

## **RECORDING OF PHONE CALLS AND E-MAIL**

You authorize us and our agents to record or copy any phone call made to or e-mail sent to us concerning Online Services.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

It is our general policy to treat your account information as confidential. However we will disclose information to third parties about your account or the transactions you make **ONLY** in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders: or
6. If you give us written permission.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers is limited to only that which we deem appropriate for these service providers to carry out their functions.

## **ASSIGNMENT**

You may not assign this Agreement to any other party. We may assign this Agreement at any time 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**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by the Credit Union. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of such right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **HEADINGS**

Headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

## **DISCLAIMER OF WARRANTIES; LIMITS ON OUR LIABILITY AND OBLIGATIONS TO YOU**

YOU UNDERSTAND AND AGREE THAT ONLINE SERVICES ARE PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF ONLINE SERVICES IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ONLINE SERVICES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ONLINE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ONLINE SERVICES, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT ONLINE SERVICES WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. ALTHOUGH THE CREDIT UNION HAS TAKEN MEASURES TO PROVIDE SECURITY FOR COMMUNICATIONS FROM YOU VIA ONLINE SERVICES WE CANNOT AND DO NOT PROVIDE ANY WARRANTY OR GUARANTEE OF SUCH SECURITY.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE ONLINE SERVICES, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON ONLINE SERVICES, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSION OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **YOUR AGREEMENT TO INDEMNIFY US**

Except to the extent that we are liable under the terms of this Agreement or another agreement governing the applicable account, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us;
- Any fraud, manipulation, or other breach of this Agreement;
- Your violation of any law or rights of a third party; or
- The provision of the Online Services or use of the Online Services by you or any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Services by you or a joint account owner or other authorized person.

## **GOVERNING LAW**

You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of Wisconsin.