



E-SERVICES AGREEMENT & DISCLOSURES

RETAIN FOR YOUR RECORDS

The following information defines and describes the types of Electronic Funds Transfers which are available to members with WEPCO Federal Credit Union's various electronic services ("E-Services"), including but not limited to: online account access, mobile app, and remote deposit capture. It also contains the member rights and responsibilities concerning E-Services, including their rights under the Electronic Funds Transfers Act. Please read this document carefully and print or save it for future reference.

The terms "we," "our," and "us," refer to WEPCO Federal Credit Union, and the terms "you" or "your" refer to the member(s).

- 1. ONLINE ACCOUNT ACCESS.** Our PAL Plus Online Account Access ("PAL Plus") can be accessed through the login on our website at www.wepcofcu.com or by going direct through the PAL Plus link at <https://www.netteller.com/wepcofcu>. PAL Plus enables you to:
 - a. Obtain balances and other account details on your share and loan accounts;
 - b. Obtain loan payment due date and payoff information;
 - c. Obtain current year to date and prior year's dividends paid information;
 - d. Obtain current year to date and prior year's loan interest paid information;
 - e. Transfer funds between your various accounts with us or other financial institutions;
 - f. Transfer funds to make your loan payments;
 - g. Retrieval of electronic statements; and
 - h. Other electronic services that may be covered in separate agreements.
- 2. SYSTEM REQUIREMENTS.** Most standard Internet browsing platforms support PAL Plus. A browser test is available on the login page.
- 3. LIMITATIONS ON TRANSFERS**
 - a. Federal regulations limit pre-authorized transfers from your regular share account and Money Market Demand Account to no more than six (6) per account per month. This includes transfers by phone, fax, wire and cable, overdraft transfers to checking, and internet transactions.
 - b. The design, functions and limitations of PAL Plus may be updated, without notice, at our option in order to provide improved service to the membership.
- 4. LIABILITY FOR FAILURE TO MAKE TRANSFERS.** If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:
 - a. Through no fault of ours, you do not have enough money in your account to make the transaction;
 - b. The transaction would go over the credit limit on your credit line;

- c. PAL Plus was not working properly and you were aware of the malfunction when you started the transaction;
 - d. Circumstances beyond our control such as (fire, flood, power failure, or computer down time) prevented the transactions despite reasonable precautions that we have taken;
 - e. The money in your account is subject to uncollected funds hold, legal process or any other encumbrance or agreement restricting transactions;
 - f. Your credentials have been entered incorrectly; or
 - g. The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- 5. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.** By applying for online account access, you agree to accept responsibility for protecting the integrity of your PAL Plus ID and Password, in order to prevent unauthorized transactions and/or account access. You also agree that we may revoke access if unauthorized account access and/or transactions occur as the apparent result of your negligence in safeguarding your PAL Plus ID and Password. Granting access to your account via the Internet to any other person (non-owner) will make you financially liable for all unauthorized access, losses or misuse of the account, until reported to us. Tell us at once, if you believe your account number, PAL Plus ID, password or any record thereof, has been lost or stolen, or if your account has been accessed without your authority. Telephone is the best way of keeping your possible losses down, but you may also notify us via the Internet or by writing to the address below. You could lose all the money in your accounts, but if you tell us within two (2) business days of the loss, theft or unauthorized access, you can lose no more than \$50.00 if someone accesses your account without your permission. If you do NOT tell us within two (2) business days after you learn of the unauthorized access, and we can prove we could have stopped someone from accessing your account without your permission if you had told us, you could lose as much as \$500. If your statement shows an electronic fund transfer you did not make or authorize to be made, 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 the 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 a hospital stay) kept you from telling us, we may extend time periods.
- 6. ADDRESS AND TELEPHONE NUMBER.** If you believe unauthorized access occurred on your account or your PAL Plus ID or password has been stolen, or that someone has transferred or may transfer money from your account by accessing your account without your permission, contact us Monday through Thursday between the hours of 9:00 AM and 5:00 PM; Friday 9:00 AM and 6:00 PM and Saturday between the hours of 9:00 AM and 12:00 PM Eastern Time. You can also send secure email within PAL Plus, email memberservices@wepcofcu.com; or write to us at P.O. Box 157, Bloomington, MD 21523. For purposes of these disclosures, our business days are Monday through Friday, excluding Holidays.
- 7. DOCUMENTATION OF TRANSFERS.** Your periodic statement will specifically identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions. In any case, you will get a statement at least quarterly. Additionally, through PAL Plus, you can view current transaction activity at anytime or by calling or visiting any of our branches.
- 8. STOP PAYMENTS.** Transactions made in PAL Plus are “real time” and cannot be canceled except by performing a corresponding reverse transaction.

- 9. CHARGES.** There is no fee to access PAL Plus.
- 10. CONFIDENTIALITY.** We will disclose information to third parties about your account or the transfers you make:
- a. When it is necessary to do so;
 - b. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - c. To comply with government agency or court orders or other legal process; or
 - d. If you give us your prior oral or written permission as explained in our Privacy Disclosure.
- 11. AMENDMENTS.** We may change the terms and conditions of this agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in a greater cost or liability to you or decreases access to your accounts, you will be given at least 30 days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or security of PAL Plus.
- 12. TERMINATION.** You may terminate this agreement with us at anytime. We reserve the right to terminate this Agreement and/or your use of PAL Plus with us without cause. We may do so immediately if:
- a. You or any authorized user of your account breaches this or any other agreement us;
 - b. We have reason to believe that there has been or might be an unauthorized use of your account; or
 - c. You or any authorized user of your account requests that we do so.
- 13. COLLECTION COSTS.** You agree to pay us our reasonable expenses, including court costs and attorney's fees, for enforcing our rights under this Agreement.
- 14. ADDITIONAL BENEFIT ENHANCEMENTS.** From time to time, we may offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that we are not obligated to offer such services, may withdraw or change them at anytime, and may be covered in separate agreements.
- 15. RESERVATION OF RIGHTS.** Failure or delay by us to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and we expressly reserve the right to enforce such provision, or to exercise such right or remedy, at a later date.
- 16. OTHER AGREEMENTS.** Except as stated otherwise in the Agreement, this Agreement does not alter or amend any terms or conditions of any other agreement you may have with us.
- 17. SEVERABILITY.** If any part of this Agreement should be held to be unenforceable, the remaining provisions of this agreement shall remain in full force and effect.
- 18. ADDRESS OR BANKING CHANGES.** It is your responsibility to ensure that the contact information in your user profile is current and accurate. This includes such information, but is not limited to, as name, address, phone numbers and email addresses. Changes can be made within the service

or by contacting us. We are not responsible for any payment processing errors or fees in which you have not provided accurate payment account or contact information.

19. OPTION TO RECEIVE ELECTRONIC COMMUNICATIONS. Through PAL Plus, you may receive your account statement in electronic form. To obtain this service, you need to login and select eStatements from the top services menu. After consenting to the eStatements Disclosure Agreement, you will have access to your statements online.

20. ERROR RESOLUTION NOTICE. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, 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 60 days after we sent the FIRST statement on which the problem or error appeared.

Address: P.O. Box 157, Bloomington, MD 21523

Phone: 301-359-3081 or toll free 1-800-292-8139

- a. Tell us your name, member number and account the error occurred on.
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
- d. 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 days (90 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 the use of the money during the time it takes to complete the investigation of the complaint or question. If we ask that you put your complaint in writing and you fail to do so within the 10 day period, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made to the account, unless there was an established account with us before this account was opened. We will tell you the results within three (3) 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.

21. ELECTRONIC STATEMENTS. Your Electronic Statements will contain all of the same information presented on the paper statements you receive. You have the same rights and opportunities to contact us about any errors or questions you may have about your Electronic Statements as you have today for your paper statements. Electronic Statements typically will be available within the first five (5) business days of the month. When you register for the service, you will have access to your last twelve 12 months of statements.

By registering for Electronic Statements, you elect and authorize us to begin electronic delivery of your account statements, disclosures, notices and marketing materials, as well as notices we are required to provide under applicable Federal and State statutes.

You must have an active, valid e-mail account to use this service. If at any time your e-mail address changes, you must notify us immediately. You agree that failure to provide us with an accurate and current email address is not our fault. You may update your contact information via PAL Plus, by notifying us in writing at P.O. Box 157, Bloomington, MD 21523 or by calling us at 1-800-292-8139.

We will send a monthly or quarterly e-mail reminder, stating that your statement is available for viewing, to the most current e-mail address you have provided to PAL Plus. You will be able to view and print your statements after you access your account via PAL Plus. You agree not to make your login and password available to anyone who is not authorized to sign on your account. You agree that we have no control as to the persons who have access to your personal computer, login and your password once it is in your possession. We will not be liable for any unauthorized access to your personal computer. You agree that it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your personal computer. You also agree that joint owners of this account hereby agree with each other to accept the terms and conditions of this disclosure.

You may cancel your Electronic Statement service at any time by contacting us in writing at P.O. Box 157, Bloomington, MD 21523, or by calling us at 1-800-292-8139. Your request will take no longer than fifteen (15) days to become effective from the date we receive it. If you cancel receipt of Electronic Statements, we will resume sending you a paper statement via regular mail.

You need a computer, related equipment, and an Internet connection in order to access your E-Statement and other disclosures, notices and marketing materials that are sent to you via this Electronic statement service. In addition, you need to install Internet browser software on your computer if you do not already have it. Modifications to the services in the future may require installation of upgrades to the browser's software. You are responsible for installation, maintenance, and operation of your browser's software. You must also have access to a printer and/or the ability to download information, in order to keep copies of the electronic agreements and disclosures for your records.

You agree that we can terminate your use of electronic statements and provide you with mailed paper statements instead, for any reason, and at any time.



MOBILE APP AGREEMENT & DISCLOSURE

The following information defines and describes the WEPCO Federal Credit Union Mobile App service ("Mobile App") available to members. Unless otherwise stated, the use of Mobile App must comply with all terms and conditions stated in the E-Services Agreement & Disclosures. Please read this document carefully and print or save it for future reference.

1. **ONLINE ACCOUNT ACCESS.** Our Mobile App can be accessed through either the Apple App Store or Google Play Store on your mobile device. The Mobile App enables you to:
 - a. Obtain balances and other account details on your share and loan accounts;
 - b. Obtain loan payment due date and payoff information;
 - c. Obtain current year to date and prior year's dividends paid information;
 - d. Obtain current year to date and prior year's loan interest paid information;
 - e. Transfer funds between your various accounts with us or other financial institutions;
 - f. Transfer funds to make your loan payments;
 - g. Access a mobile version of our Bill Payer service; and
 - h. Other electronic services that may be covered in this agreement or separate agreements.
2. **ACCESSIBILITY.** We will use reasonable efforts to make the Mobile App available for your use on a continuous basis. It may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility may be interrupted because of conditions beyond our control, including Internet outages. We will use diligent efforts to re-establish it as promptly as possible. We do not promise the Mobile App will always be available for your use. We may elect to discontinue it at any time. If we choose to discontinue it, we will provide you with reasonable notice in advance of that fact.
3. **MOBILE DEVICE & SOFTWARE.** To use the Mobile App, you must have your own mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

The mobile device that you use may be subject to unauthorized tracking or other manipulation by "spyware" or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your mobile device and apps beside ours is at your own risk. We do not guarantee functionality of the Mobile App on all mobile devices.

4. **SECURITY.** We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Mobile App. We will use commercially reasonable efforts to secure the Mobile App to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts, the security of the Mobile App could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law.



REMOTE DEPOSIT CAPTURE **AGREEMENT & DISCLOSURE**

The following information defines and describes the WEPCO Federal Credit Union Remote Deposit Capture service (“RDC”) available to members. Unless otherwise stated, the use of RDC must comply with all terms and conditions stated in the E-Services Agreement & Disclosures. Please read this document carefully and print or save it for future reference.

1. **SERVICE.** RDC allows you to remotely deposit paper checks from your mobile device to your WEPCO Federal Credit Union account by electronically transmitting a digital image of the paper check to us.
2. **QUALIFYING CRITERIA.** To use RDC, you must meet and maintain the following criteria:
 - a. Must be in good standing with us;
 - b. No negative account history, including excessive or repeated return items, with us or any third party; and
 - c. We may also consider additional factors in connection with your use of RDC.

We reserve the right to terminate your privilege to use RDC at any time without advance notice if we believe you are not managing your account(s) in a responsible manner or for other good cause.

3. **SYSTEM REQUIREMENTS.** To access RDC, your mobile device must meet the following:
 - a. You must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information;
 - b. You must have the WEPCO Federal Credit Union Mobile App (“Mobile App”) installed on your mobile device. The Mobile App can be downloaded from your device’s application store. The operating system version must be compatible with the latest version of the application as determined by your device’s application store; and
 - c. You must be enrolled in the WEPCO Federal Credit Union Mobile App Service.
4. **CHARGES.** There are no fees for using RDC.
5. **AMENDMENTS.** We reserve the right, in our sole discretion, to change, modify, add, or remove portions from RDC. We will notify you of any material change to this Agreement via e-mail, app update, or on our website by providing a link to the revised Agreement. You will be prompted to accept or reject any material change to this Agreement upon the next use of RDC after we have made the change before you will be permitted to continue accessing RDC. If any change results in greater cost or liability to you or limits access to your accounts, you will be given at least thirty (30) days prior notice of the change. Your acceptance of the revised terms and conditions along with the continued use of RDC will indicate your consent to be bound by the revised Agreement.
6. **CUT-OFF TIME AND CREDIT.** Deposits received prior to 4:00 PM Eastern Standard Time (EST) on a business day we are open will be credited to your account on the same business day. Deposits

received after 4:00 PM EST, on Saturday, on Sunday, or on any day we are not open will be credited on the next business day.

- 7. FUNDS AVAILABILITY.** Checks deposited through RDC may be subject to holds on a case-by-case basis.
- 8. REQUIREMENTS OF CHECKS TRANSMITTED.** Prior to scanning the check, you must add your signature endorsement and your WEPCO account number to the back of the check, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of RDC as we may establish from time to time. You must provide us a complete, legible and accurate image of the front of the check showing the name of the drawer/payor and signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information. You must also provide us a complete, legible and accurate image of the back of the check showing your signature endorsement and the phrase "For Mobile Deposit only" followed by your WEPCO account number.
- 9. DEPOSIT LIMITATIONS.** All checks submitted through RDC can only be deposited to a savings or checking account. All deposits are subject to verification by us prior to posting. We may return or refuse to accept all or any part of a deposit to your account using RDC at any time and will not be liable for doing so, even if such action causes checks or other debits to your account to be dishonored and returned. There is no daily or monthly statement cycle limit on the number or dollar amount of items, but we reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit and to modify such limits from time to time.

The following are examples of items not accepted for deposit through RDC (this list is not exhaustive):

- a. Items made payable to a third party (i.e., any person or entity not a party to the account).
 - b. Items displaying a "non-negotiable," "void" or similar notation or watermark.
 - c. Items containing evidence of alteration or other indicators that call into question either the authenticity of the item or your authority to negotiate it.
 - d. Items dated more than six (6) months prior to the date of deposit.
 - e. Items previously converted to a substitute check or items that are remotely created checks as defined by Regulation CC.
 - f. Items issued by or through a financial institution in a foreign country.
 - g. Items not payable in United States currency.
 - h. Items with incomplete or illegible information.
 - i. Items that are savings bonds.
- 10. MEMBER RESPONSIBILITIES.** You are solely responsible for:
- a. Transmitting to us a complete, accurate and legible image of the front and back of the original check without any alteration;
 - b. Paying any overdraft or NSF fee charged by us or any third party as a result of our rejection of any item(s), or for any item(s) returned unpaid; and
 - c. Ensuring the safekeeping or destruction of the original item after the item has been scanned, transmitted and deposited electronically.

- 11. MEMBER WARRANTIES.** By using RDC, you represent and warrant that:

- a.** The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it;
- b.** The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through RDC;
- c.** No other duplicate images of the original check have been made;
- d.** The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing;
- e.** Any files and images transmitted to us will not contain any viruses or any other disabling features that may have an adverse impact on our network, data, or related systems;
- f.** You will comply with this Agreement and all applicable rules, laws and regulations;
- g.** You are not aware of any factor which may impair the collectability of the item; and
- h.** You agree to indemnify and hold harmless us from any loss, due in whole or in part, to the breach of this warranty provision.