

## WESTconsin Online & Mobile Banking Terms & Conditions

These Terms and Conditions and other applicable Agreements as incorporated hereby by reference (collectively, Agreement) covers your use of WESTconsin Credit Union's Online Banking & Mobile Banking services. Mobile Banking services refers to how you may access your account(s), by either our Mobile App or by using a mobile device's mobile web browser to login to our online banking site which supports mobile rendering to align properly on the device being used.

To obtain access to our Online and Mobile Banking services, you must first indicate your affirmative consent to all the terms of this Agreement. You may indicate your consent electronically by following the on-screen instructions for accepting this Agreement. We recommend that you download or print this Agreement and keep a copy for your future reference. This Agreement, as it may be amended from time to time, is available on our website where you sign into WESTconsin Online banking, at [www.westconsincu.org](http://www.westconsincu.org). You acknowledge receiving a copy of this Agreement. You acknowledge your receipt and understanding of these disclosures, terms and conditions, and you agree to be legally bound by this Agreement. You also agree as follows: (a) you have read all of the terms, conditions and disclosures in this Agreement; (b) you are able to access e-mails and website information and you have an Internet service provider or mobile service provider, in which you can access WESTconsin Online & Mobile Banking services.

In this Agreement, the words "you" and "your" mean primary member, joint account owners and authorized users or subusers of WESTconsin Online and/or Mobile Banking. The words "we," "us" and "our" mean WESTconsin Credit Union. The word "account" means any account(s) you have with the Credit Union whether personal or business/organizational or other. The word "Mobile Banking" means account access by either our Mobile App or by using a mobile device's mobile web browser to login to our online banking site which supports mobile rendering to align properly on the device being used. By using WESTconsin Online and/or Mobile Banking, you agree to all the terms and conditions in the Agreement. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject account with the Credit Union. All transactions done through WESTconsin Online and/or Mobile Banking are also subject to the terms of the specific deposit or loan agreements and specific product disclosures/terms and conditions and or any Privacy Policies and current service fee schedules, which are incorporated herein by reference.

### Using WESTconsin Online or Mobile Banking

You need a personal computer or mobile device and access to the Internet and or Data to use WESTconsin Online and/or Mobile Banking. You are responsible for installation, maintenance, and operation of any required software or hardware. We are not responsible or held liable for errors or failures involving but not limited to telephone or cable service, internet service, software or hardware issues. We are not responsible or held liable for any errors or failures from any malfunction of your computer, mobile device, software, or hardware, and we are not responsible for any computer virus or related problems that may be associated with its use of WESTconsin Online Banking & Mobile Banking services. We cannot provide diagnostic or technical support for your software applications or hardware but at times we may provide browser or operating system setting recommendations which we are not responsible or held liable for use of them.

### WESTconsin Online & Mobile Banking Charges

Fees and charges associated with WESTconsin Online and/or Mobile Banking are disclosed in the Service Charges and Fees Schedule. Your use of WESTconsin Online and/or Mobile Banking states you accept the terms and conditions along with any associated fees to the service of WESTconsin Online and/or Mobile Banking and/or products offered within the service.

### Types of Transactions/Services

At this time, you may use WESTconsin Online to (restrictions and fees may apply):

- Review account balances and transaction history up to ninety (90) days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments; schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account access
- Transfer funds to another WESTconsin Credit Union member (Member to Member Transfers)

- Transfer funds to friends and family using Zelle (separate terms and conditions apply)
- Transfer funds from another financial institution to pay your *WESTconsin* loan (separate terms and conditions apply)
- View scanned copies of cleared checks
- View, save or print eStatements (statements and notices including tax documents)
- Schedule bill payments
  - Set up eBills
  - Set up one time or recurring payments
  - Set up email reminders/notifications
  - Expedite bill payment
  - View bill payment history
  - View scanned copies of cleared checks
  - Create reports of bill payment activity
- View *WESTconsin* Visa credit card balance, transactions, and statement, make payments, and redeem uChoose Rewards
  - Setup and manage automatic payments
  - Sign up for eStatements
  - Dispute a transaction
  - Update spend limits for users
  - Temporarily lock a card
  - Redeem uChoose Rewards (subject to type of card)
- Set up account notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Set up Text Banking and transfer funds
  - Receive balances
  - Review transactions
  - Transfer funds
- Export transactions to Quicken (.qfx) or QuickBooks (.qbo) or Excel (.csv) file
- Update profile settings such as address, phone number, email, username and password or nickname and hide suffixes
- Manage your account and budget with Money Management, a money management tool
- Manage your debit cards with Card Control
  - Turn debit card ON or OFF
  - Restrict payment methods
  - Receive alert notifications
- Share access to your account and set up account permission with Shared Access
  - Access: view only, make internal transfers or make bill payments – set limits for transactions/bill payments
- Apply for a business, consumer or mortgage loan
- Reorder checks
- Access Visa Gift Card portal
- Access Turbo Tax
- Access Custom Forms
- Access to Digital Wallet Information

At this time, you may use Mobile Banking to (restrictions and fees may apply):

- Review account balances and transaction history up to ninety (90) days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments; schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account transfers
- Transfer funds to another *WESTconsin* Credit Union member (Member to Member Transfers)
- Transfer funds to friends and family using Zelle (separate terms and conditions apply)
- Transfer funds from another financial institution to pay your *WESTconsin* loan (separate terms and conditions apply)
- View scanned copies of cleared checks
- Access eStatements (statements and notices including tax notices)
- Submit checks for Mobile Deposit

- Access Bill Payment
- View WESTconsin Visa credit card balance, transactions, and statement, make payments and redeem uChoose Rewards
  - Setup and manage automatic payments
  - Sign up for eStatements
  - Dispute a transaction
  - Update spend limits for users
  - Temporarily lock a card
  - Redeem uChoose Rewards (subject to type of card)
- Manage your account and budget with Money Management, a money management tool
- Apply for a business, consumer or mortgage loan
- Manage your debit card with Card Control
  - Turn debit card ON or OFF
  - Restrict payment methods
  - Receive alert notifications
- Update profile settings such as address, phone number, email, username and password, nickname or hide suffixes
- Apply for a business, consumer or mortgage loan
- Access Locations
- Reorder checks
- Access Turbo Tax
- Access Custom Forms
- Access to Digital Wallet Information

### Other Services/Agreements

The following services accessed through WESTconsin Online and/or Mobile Banking have separate user agreements and/or terms and conditions: Bill Pay, Money Management, eStatements, WESTconsin Visa Credit Card, Turbo Tax, Mobile Deposit, Touch ID, Face ID, Fingerprint ID, Quick Balance, Debit Card Control, Shared Access, External Loan Pay, Zelle, and Apply for a Loan, Digital Wallet. When accessing these services, you not only agree to these WESTconsin Online & Mobile Banking Terms & Conditions, you also agree to the User Agreements and/or Terms and Conditions of those specific services, which are incorporated herein by reference, whether incorporated now or at a later date. Terms used by not specifically defined in the separate User Agreements and or/Terms and Conditions shall have meaning(s) set forth in this Online & Mobile Banking Terms and Conditions. Your Online and/or Mobile Banking access may also be governed by other Agreements between you, WESTconsin Credit Union, and by state and federal rules and regulations.

### Shared Access

Shared Access allows you to set up account access to anyone you trust (aka a subuser) while maintaining control by assigning account permissions. To set up a subuser you'll need their first and last name, email address, and phone number. Once set up, each subuser will receive their own username and password to access your account. You agree to properly maintain subuser's access along with periodic reviewing of your account history to ensure your account is being handled in a responsible fashion. You can remove a subuser's access. WESTconsin Credit Union can suspend at any time without prior notification a subuser's access if the subuser breaches this or any other Agreement with us; or if we have reason to believe there has been unauthorized use of your account. By giving a subuser access to your account, that subuser will be subject to the same security measures taken as set forth in the Security section of this document. You are responsible for any transfers or transactions authorized by your subusers, fraudulent or otherwise, and agree not to hold WESTconsin Credit Union liable. Unless WESTconsin Credit Union was negligent in any way, you further assume the entire risk or loss resulting from fraud or the unauthorized access of your account, including unauthorized access granted by your authorized subusers. You hereby release WESTconsin Credit Union from any claims or loss arising out of the authorized and unauthorized use of your account if WESTconsin wasn't negligent.

### Cross Account Access

Cross Account Access gives you the ability to link multiple WESTconsin Credit Union accounts through either CALL-24, WESTconsin Online and/or Mobile Banking. At least one account owner, either the primary or joint owner, must be common between the Membership Savings accounts in order to set up Cross Account Access. To set up Cross Account Access a form needs to be completed via a recorded call with our Service Center or physically signed. Once confirmed accounts are linked, transfers TO and FROM the linked accounts can be completed through CALL-24, WESTconsin Online and/or Mobile Banking. One account will be referred to as the "primary account" and the linked accounts will be referred to as the "linked account", once accounts are linked to the "primary account" whomever accesses the "primary account" will be able to view the "linked account(s)" suffixes, history, balances, including

loans and other services. Other services may also be able to be viewed/access via cross account access, such as but not limited to Bill Pay, Card Control, check reordering, etc. You hereby release WESTconsin Credit Union from any claims or loss arising out of any authorized or unauthorized use of Cross Account Access if WESTconsin wasn't negligent.

### Member to Member Transfers

Member to Member Transfers allows you to transfer money to any other WESTconsin Credit Union member. To set up a Member to Member transfer you will have to add the other member as a transfer recipient, aka recipient, to your WESTconsin Online and/or Mobile Banking account. The recipient will need to provide you their Last Name, Member Number account, account type and suffix. You are not required to be a joint owner or authorized signer on the *transfer to* account. Once the recipient is confirmed you agree to properly maintain the recipient, by removing them from your account as needed as they will remain indefinitely. You have the option to remove the recipient at any time you see fit. Transfers you process may show in your account history with the recipient's full account number and/or name. You can either schedule one-time transfers or set up scheduled recurring transfers to your recipients. You are responsible for any transfers or transactions authorized through the Member to Member Transfer option, and you hereby release WESTconsin Credit Union from any claims or loss arising out of any authorized or unauthorized use of Member to Member Transfers if WESTconsin wasn't negligent.

### Security

You will be required to enter your username, password, and a one-time verification code to access your account. Multifactor authentication (username, password, one-time verification code) helps protect you against identity theft or online fraud. Using your password has the same effect as your signature, authorizing any and all transactions processed through WESTconsin Online and/or Mobile Banking. Upon first access you may be asked to provide validation information, which may include your email address, phone number, name, address/zip code, mother's maiden name, date of birth, and social security number and will be required to receive a one-time verification code by either phone call, text message, app authenticator or email (email one-time verification is limited and does NOT constitute a primary delivery method. This method will be monitored and granted on case by case circumstances). After receiving the one-time verification code you'll be asked to enroll your computer or mobile device. Never share the one-time verification code you receive; we will never ask you to provide this code. **Use caution when responding with the one-time verification code and make sure you are using the one-time verification on a website that you navigated to, or through an interaction with us that you are expecting us to guide you to a site or link. Do not click on a link received in either a text message or email that you are not expecting, including fraud related alerts.** It is always better to call us directly at (800) 924-0022 to confirm the legitimacy of the request. Only complete this step if it is a personal or trusted computer or mobile device. We do not suggest enrolling public or untrusted computers or mobile devices. Once the computer or mobile device is enrolled, you'll be able to access the computer or mobile device without obtaining another one-time verification code as long as secure internet cookies are still in place. If you sign on to a computer or mobile device that is not enrolled, you will be asked to validate your identity by receiving the one-time verification code each time.

Forgotten password or username can be reset/recovered by utilizing the "forgot password" and "forgot username" features through our website from a personal computer or through our Mobile App on a mobile device.

There is a session timeout of 10 minutes when logged into WESTconsin Online and 5 minutes when logged into the Mobile App.

### Password Requirements

- 8-32 characters long
- Case sensitive
- Must contain at least one character from the following categories – letters, numbers, and any special character
- Cannot contain any spaces
- Cannot be the same as or a substring of the Username
- Cannot contain member number
- Passwords expire after 7 days or 10,080 minutes

### Username Requirements

- 6-60 characters long
- Must contain at least 1 letter (cannot be all numbers)
- Can contain letters, numbers and the following special characters: @\$\*\_-=.~
- Cannot contain any spaces
- Cannot contain member number
- Usernames do not expire

You will be prompted to create your username and password upon initial login. You understand and agree that you are responsible for safeguarding your username and password and that you are responsible for all transfers or transactions performed, whether authorized or unauthorized, with your username and password. You agree to keep your username and password confidential and not disclose or make your username or password available to anyone who is not an authorized user on your account. If you permit other people to use WESTconsin Online and/or Mobile Banking using your username or password, you are responsible for any transfers or transactions they authorize. In addition, you understand and agree that you are responsible for maintaining security measures that safeguard against the transmission of an unauthorized or inaccurate transaction by you, from your computer or mobile device, or on your behalf. You understand and agree that you are solely responsible for ensuring that your personal computer and/or mobile device is protected by anti-virus, anti-malware and anti-spyware software. You understand and agree that you are solely responsible for being up to date on the risks of downloading data received by way of email, pop-up messaging and/or the internet.

You and each authorized signer agree to the following best practices: never leave the computer or mobile device you are using to access WESTconsin Online and/or Mobile Banking unattended, never leave your account information displayed where it can be viewed by others, always exit the system by logging out when not in use and notify WESTconsin Credit Union at once if you suspect unauthorized access.

### Liability for Unauthorized Access

You are responsible for all transactions you authorize. If you permit someone else to use the password, you are responsible for any transactions they authorize or conduct on any of your accounts. Notify us at once if you believe your password has been lost or stolen, or an unauthorized person has obtained your account without your permission. An immediate hold can be placed on your account blocking online and mobile access. Telephoning is the best way of keeping your possible losses down. If you believe anyone has used your password or accessed your account through WESTconsin Online and/or Mobile Banking without your authorization, please contact us immediately, during business hours by calling (800) 924-0022.

WESTconsin Credit Union is not liable for failure to make transfers:

- If you do not have adequate funds in your account to complete a transaction
- If your account is closed
- If the transaction amount exceeds your available line of credit limit
- If the funds in your account are subject to an administrative hold, legal process, or other claim
- If you have not provided accurate instructions
- If WESTconsin Online and/or Mobile Banking is not working properly
- If your computer or mobile device malfunctions
- Or any other circumstance occurs beyond WESTconsin's control

### Our Obligation to Make Transfers

Notwithstanding any other provision in this Agreement, unless otherwise prohibited by law or based on our negligence, our sole responsibility for an error by us or our third party provider in transferring funds or otherwise arising from or relating to this Agreement will be to correct any errors, but in no case will we be liable for any indirect, special, incidental or consequential damages in connection with or in any way related to Online and/or Mobile Banking services or ours or your performance thereunder.

You agree to indemnify and hold us harmless from any and all claims, demands, actions, lawsuits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from your use of WESTconsin's Online and/or Mobile Banking services or your breach of any of your obligations under this Agreement, including but not limited to authorized and unauthorized transactions, account access (subusers allowing others to use their usernames and passwords), and account reset as authorized. Your obligation to indemnify us shall survive termination of this Agreement.



**Termination of WESTconsin Online and/or Mobile Banking**

We may terminate your use of *WESTconsin* Online and/or Mobile Banking at any time without prior notification if you or an Authorized User of your account breaches this or any other Agreement with us; or if we have reason to believe there has been unauthorized use of your account or password.

You and any other party to your account can terminate your use of *WESTconsin* Online and/or Mobile Banking by calling us. However, termination of Online and/or Mobile Banking services or the system will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

We also reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Your termination of Online and/or Mobile Banking will automatically terminate any pending transfers or payments scheduled using the schedule transfer option. This does not include scheduled or pending bill payments or payments scheduled through Zelle. Examples of when *WESTconsin* Credit Union may cancel this Agreement and the use of Online and/or Mobile Banking without prior notice include, but are not limited to the following:

- if you breach this or any other Agreement *WESTconsin* Credit Union may have with you;
- if *WESTconsin* Credit Union has reason to believe that there has been or may be an unauthorized use of your password or account(s);
- if there are conflicting claims as to the funds in any of your account(s);
- if you or any subusers on your account(s) partake in any financial abusive behavior with said accounts;
- if you request *WESTconsin* Credit Union to do so

**System Availability**

You may access your account information through *WESTconsin* Online and/or Mobile Banking 24 hours a day 7 days a week, except during scheduled maintenance timeframes or in the event of service interruptions beyond the control of *WESTconsin* Credit Union. *WESTconsin* Credit Union will use reasonable efforts to provide or restore *WESTconsin* Online and/or Mobile Banking in a prompt manner but makes no guarantee that *WESTconsin* Online and/or Mobile Banking shall be without interruption.

**Electronic Funds Transfer Agreement and Disclosure**

Please see the Electronic Funds Transfer Agreement and Disclosure for information on *WESTconsin* Online and Mobile Banking EFT services.

**Account Information Disclosure**

Please see all Privacy Policies for account information disclosed.

**Third Parties**

You understand that support and services relating to *WESTconsin* Online and/or Mobile Banking services are provided by third parties other than us, and you authorize us to contract with third parties to provide such support and service. You release us from any liability for failures, acts or omissions of any third-party system operator including, but not limited to, inadequate or untimely service for such third parties, unauthorized access to theft or destruction of your information or instructions. Refer to all our Privacy Policies to better understand the information disclosed to third parties.

**WESTconsin Online Banking & Mobile Banking Terms & Conditions Amendments**

These terms and conditions and applicable Service Charges and Fee Schedule may be amended from time to time. In such event, the credit union shall notify you if the change will cause you greater cost or liability or if it will limit your access to online and/or mobile banking. Any use of Online and/or Mobile Banking afterwards will constitute your agreement to such change(s). Further, Online and/or Mobile Banking may from time to time revise or update the service and or related material which may render all such prior terms and conditions. The updated Terms & Conditions can be accessed online at any time, and *WESTconsin* Credit Union encourages periodic review of the online Terms & Conditions.

**New or Discontinued Services**

We may, from time to time, provide new or additional Online and/or Mobile Banking services, and all such services shall be subject to the terms of this Agreement, or as incorporated herein by reference. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services. In the event of any

modifications to the existing or new services, you are responsible for making sure you understand how to use Online and/or Mobile Banking as modified. Furthermore, we reserve the right to change or discontinue Online and/or Mobile Banking at any time.

#### **WESTconsin Online & Mobile Banking Authorization**

Your use of WESTconsin Online and/or Mobile Banking signifies that you have read and accepted all the terms and conditions for this product. You understand that you are responsible for the security of your account(s); and WESTconsin Credit Union is not obligated to monitor activity through WESTconsin Online and/or Mobile Banking. If an authorized user of yours uses your account, you agree to assume the entire risk of loss. You further assume the entire risk of loss resulting from fraud or the unauthorized access of your account. You hereby release WESTconsin Credit Union from any claims you may have for loss arising out of the unauthorized use of your account. You further agree to indemnify and hold WESTconsin Credit Union harmless for any loss arising out of either the authorized or unauthorized use of your account.

#### **Limitation on Liability**

WESTconsin Credit Union's liability is limited in accordance with this Agreement and any other binding Agreement that reflects regulations and terms and conditions with respect to liability and indemnification.

#### **Assignment**

We may assign our rights and delegate our duties under this Agreement to any other party without your express consent.

#### **Severability**

If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

#### **Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin and applicable federal laws.

#### **Waiver**

Waiver by us of a breach of any provision of this Agreement by you shall not operate or be construed as a waiver of any subsequent breach by you.

#### **Headings**

Headings to sections of this Agreement are included for ease of reference and shall not be deemed to create rights, remedies, claims, or defenses arising under this Agreement.

## **Electronic Funds Transfer Agreement and Disclosure**

This Electronic Fund Transfers Agreement and Disclosure is the contract which covers your and our rights and responsibilities concerning the electronic fund transfers (EFT) services offered to you by WESTconsin Credit Union ("Credit Union"). In this Agreement, the words "you," "your," and "yours" mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one (1) or more savings and checking accounts you have with the Credit Union. Electronic fund transfers are electronically initiated transfers of money from your account through the EFT services described below. By signing an application or account card for EFT services, signing your card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Furthermore, electronic fund transfers that meet the definition of remittance transfers are governed by 12 C.F.R. part 1005, subpart B—Requirements for remittance transfers, and consequently, terms of this agreement may vary for those types of transactions. A "remittance transfer" is an electronic transfer of funds of more than \$15.00 which is requested by a sender and sent to a designated recipient in a foreign country by a remittance transfer provider. Terms applicable to such transactions may vary from those disclosed herein and will be disclosed to you at the time such services are requested and rendered in accordance with applicable law.

1. **EFT SERVICES** — If approved, you may conduct any one (1) or more of the EFT services offered by the Credit Union.
  - a. **Debit Card.** If approved, you may use your Mastercard® card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the

Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account. For ATM and one-time debit card transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Service Charges and Fees Schedule.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your card and personal identification number (PIN) at ATMs of the Credit Union, Cirrus® and PLUS® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your savings and checking accounts.
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make point-of-sale (POS) transactions with your card to purchase goods or services at merchants that accept Mastercard.
- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Debit Card transactions may apply:

- There is no limit on the number of Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$2,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- You may transfer up to the available balance in your accounts at the time of the transfer.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card. Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**b. Health Savings Account Debit Card.** If you will be using your Mastercard® debit card to access a Health Savings Account (HSA), portions of this Agreement governed by Regulation E will not apply. A HSA account is defined by the IRS as a trust account, and therefore is not covered under Regulation E. But portions of this Agreement, such as Mastercard zero liability provisions for unauthorized use for example, do apply. Funds to cover your card purchases will be deducted from your Health Savings account. You may use your card and personal identification number (PIN) at ATMs of the Credit Union, Cirrus® and PLUS® networks, and such other machines or facilities as the Credit Union may designate.

At the present time, you may also use your card to:

- Make deposits to your checking accounts.
- Withdraw funds from your checking accounts.
- Obtain balance information for your checking accounts.
- Make point-of-sale (POS) transactions with your card and personal identification number (PIN) to purchase goods or services at merchants that accept Mastercard.



- Order goods or services online or by mail or telephone from places that accept Mastercard.

The following limitations on Health Savings Account Debit Card transactions may apply:

- There is no limit on the number of Health Savings Account Debit Card purchases you make per day.
- Purchase amounts are limited to the amount in your account.
- You may purchase up to a maximum of \$2,000.00 per day.
- There is no limit to the number of cash withdrawals you may make in any one (1) day from an ATM machine.
- You may withdraw up to a maximum of \$510.00 in any one (1) day from an ATM machine, if there are sufficient funds in your account.
- See Section 2 for transfer limitations that may apply to these transactions.

**Card Information Updates and Authorizations.** If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, or the account associated with your card is closed. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us.

**c. Call-24.** Call-24 is a 24-7 telephone system you can call to obtain information. You must use your personal identification number (PIN) along with your account number to access your accounts. At the present time, you may use Call-24 to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under Call-24 via a touch-tone telephone only. Call-24 service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing.

The following limitations on Call-24 transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

**d. Preauthorized EFTs.**

- **Direct Deposit.** Upon instruction of (i) your employer, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your member account.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking account.
- See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make electronic fund transfers out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within 14 days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding 14 days after it has been made. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all

- transfers subject to the request have been returned.
- **Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- **Liability for Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.
- e. **Electronic Check Conversion/Electronic Returned Check Fees.** If you pay for purchases or bills with a check or draft, you may authorize your check or draft to be converted to an electronic fund transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic fund transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.
- f. **WESTconsin Online.** If WESTconsin Online is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use WESTconsin Online to:
  - Transfer funds from your member accounts.
  - Obtain balance information for your member accounts.
  - Make loan payments from your member accounts.
  - Determine if a particular item has cleared.
  - Verify the last date and amount of your payroll deposit.
  - Make bill payments to preauthorized creditors.
  - View eStatements and eNotices.
  - Refer to the WESTconsin Online and Mobile Banking Terms and Conditions for the types of transactions/services available.

Your accounts can be accessed under WESTconsin Online via personal computer. WESTconsin Online will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary member and will be mailed to your address of record. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on WESTconsin Online transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- g. **Mobile Banking.** If Mobile Banking is activated for your account(s), you will be required to use secure login information to access the account(s). At the present time, you may use Mobile Banking to:
  - Transfer funds from your member accounts.
  - Obtain balance information for your member accounts.
  - Make loan payments from your member accounts.
  - Determine if a particular item has cleared.
  - Verify the last date and amount of your payroll deposit.
  - Make bill payments to preauthorized creditors.
  - Refer to the WESTconsin Online and Mobile Banking Terms and Conditions for the types of transactions/services available.

Your accounts can be accessed under Mobile Banking via mobile device or other approved access device(s). Mobile Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction, and you will be notified of those limits. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Mobile Banking transactions may apply:

- There is no limit to the number of inquiries, transfers, or withdrawal requests you may make in any one (1) day.
- See Section 2 for transfer limitations that may apply to these transactions.
- h. **Bill Payment.** We will process bill payment transfer requests only to those creditors the Credit Union has designated in the User Instructions and such creditors as you authorize and for whom the Credit Union has the proper vendor code number. We will

not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the date you schedule for payment. We will process your bill payment transfer within a designated number of days before the date you schedule for payment. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor.

The following limitations on Bill Payment transactions may apply:

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$9,999.99, if there are sufficient funds in your account.

**2. TRANSFER LIMITATIONS** — For all savings accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or similar order. If you exceed these limitations, your account may be subject to a fee or be closed.

### 3. CONDITIONS OF EFT SERVICES —

**a. Ownership of Cards.** Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

**b. Honoring the Card.** Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Foreign Transactions.**

**Mastercard.** Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate used to convert foreign currency transactions to U.S. dollars is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate Mastercard uses for a particular transaction is the rate for the applicable currency on the date the transaction occurs. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate Mastercard uses may be the rate for the applicable currency on the date the transaction is processed.

A fee of up to 1.00% will be charged on all foreign transactions. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States. All fees are calculated based on the transaction amount after it is converted to U.S. dollars and are charged except where excluded. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction.

**d. Security of Access Code.** You may use one (1) or more access codes with your electronic fund transfers. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss, we may terminate your EFT services immediately.

**e. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and is hereby authorized by every other joint account owner, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**4. FEES AND CHARGES** — We assess certain fees and charges for EFT services. For a current listing of all applicable fees and charges, see our current Service Charges and Fees Schedule that was provided to you at the time you applied for or requested these EFT services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction and/or continue with the balance inquiry.

You understand and agree that we and/or the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

**5. MEMBER LIABILITY** — You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit someone else to use an EFT service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, TELL US AT ONCE if you believe your card and/or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your permission, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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).

You are not liable for an unauthorized Mastercard debit card transaction if you can demonstrate that you have exercised reasonable care in protecting your card or access code from loss or theft and, upon discovering the loss or theft, you promptly report the loss or theft to us.

For all other EFT transactions involving access devices, your liability for unauthorized transactions is determined as follows. If you tell us within two (2) business days after you learn of the loss or theft of your card or access code, you can lose no more than \$50.00 if someone used your card or access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or access code and we can prove that we could have stopped someone from using your card or access code without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make including those made by card, access code or other means, 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 lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(715) 235-3403

(800) 924-0022

or write to:

WESTconsin Credit Union PO Box  
160  
Menomonie, WI 54751

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **6. RIGHT TO RECEIVE DOCUMENTATION —**

**a. Periodic Statements.** Transfers and withdrawals made through any debit card transactions, HSA debit card transactions, audio response transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or point-of-sale (POS) terminal.

**c. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (715) 235-3403 or (800) 924-0022. This does not apply to transactions occurring outside the United States.

**7. ACCOUNT INFORMATION DISCLOSURE** — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission; or
- As otherwise allowed by law.

**8. BUSINESS DAYS** — Our business days are Monday through Friday, excluding holidays.

**9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS** — If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union.

**10. NOTICES** — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide in accordance with your responsibility to report unauthorized transactions to us will be considered given at the time you mail the notice or deliver it for transmission to us by any other usual means. All other notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT services are offered and will provide notice to you in accordance with applicable law. Use of EFT services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. If it is after the regular hours of the financial institution and you are using an ATM, do not permit entrance to any person you do not know.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.



**11. BILLING ERRORS** — In case of errors or questions about electronic fund transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears. Call us at:

(715) 235-3403

(800) 924-0022

or write to:

WESTconsin Credit Union PO Box  
160  
Menomonie, WI 54751

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error has occurred within ten (10)\* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45\*\* days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)\*\* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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.

\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to investigate the error.

\*\* If you give notice of an error occurring within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we may take up to 90 days instead of 45 days to investigate the error. Additionally, for errors occurring within 30 days after you make the first deposit to your account, we may take up to 20 business days instead of ten (10) business days to credit your account.

**12. TERMINATION OF EFT SERVICES** — You may terminate this Agreement or any EFT service under this Agreement at anytime by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any electronic transactions made prior to termination.

**13. GOVERNING LAW** — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Wisconsin, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

**14. ENFORCEMENT** — You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any postjudgment collection actions.

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