

# Arrowhead Credit Union Online Banking Terms and Conditions

This Agreement governs the use of Arrowhead Credit Union Online Banking and Bill Pay, jointly referred to as the "Service" provided by Arrowhead Credit Union. By using the "Service" to conduct Online Banking transactions or Bill Pay, you agree to the terms of this Agreement.

## Definitions

As used in this Agreement, "account" and "accounts" mean the Arrowhead Credit Union deposit account(s) and loan account(s) tied to your Arrowhead Credit Union membership account number, used through the Service to conduct banking transactions or Bill Pay. "You," "your," and "yours" mean the person(s) using the Service. "We," "our," and "us" refer to Arrowhead Credit Union.

## Deposit And Credit Agreements

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with Arrowhead Credit Union, including your Membership Signature card, Schedule of Fees, and/or any accompanying schedules, or other terms affecting deposit accounts (collectively, the "Deposit Agreement"), or any loan agreement of any type you have with Arrowhead Credit Union (collectively, the "Loan Agreement"), and any change of terms notices.

## Required Equipment

In order to use the Service, you need a computer (in this Agreement, your computer and the related equipment are referred to together as your "Computer") with a minimum web browser requirements (Internet Explorer 7.0, Firefox 8, Google Chrome 17 or Safari 4), an Account Number/Username, and Password. The password is the confidential security code you use to access your account(s) through Online Banking.

You are responsible for the installation, maintenance, and operation of your computer, browser and the software. Arrowhead Credit Union is not responsible for any computer virus or related problems that may be associated with the use of an online system.

## The Service

To use the Service, you must have at least one Arrowhead Credit Union account. Through the Service, you will have access to all of your Arrowhead Credit Union accounts associated with your account number. Arrowhead Credit Union reserves the right to deny access to accounts or to deny transactions under certain circumstances as described below.

## Description Of The Service

The Service allows you to perform some or all of the following functions from your computer:

Obtain deposit and loan account balance information, and additional account information specific to the selected account.

Transfer funds between your savings and checking account(s).

Transfer funds from your savings or checking account to pay your loan.

Advance funds from your available line of credit loan(s) to your savings or checking accounts.

Perform select transactions on other Member accounts for which you are authorized.

Schedule, review, and maintain payments through our Bill Pay feature.

Download account information to financial management software programs like Quicken®.

Request a stop payment of a paper check from your checking account(s).

Apply for a loan.

Request copies of prior statements for your account(s).

Change your password.

Reorder checks for your checking account(s).

Change your address and phone number.

Exchange secure messages with Arrowhead Credit Union.

And other services that may be added in the future.

These features are limited to the extent, and subject to the terms, noted below:

1. Your ability to transfer funds between certain accounts is limited by federal law and Arrowhead Credit Union's Agreements and Disclosures brochure. Refer to your Arrowhead Credit Union Agreements and Disclosures brochure for legal restrictions. Refer to the Arrowhead Credit Union Schedule of Fees for any applicable service charges for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the Arrowhead Credit Union Agreements and Disclosures brochure. Arrowhead Credit Union will not process a transfer if there are insufficient available funds in the accounts from which Arrowhead Credit Union was instructed to transfer.
2. There may be approximately one business day delay in performing certain Online Banking transactions: change of address request, loan requests, reordering checks, and stop payments on checking accounts.
3. Transactional information for your accounts will be available from the Service for a minimum of two statement cycles from the date of inquiry.

### **Exclusion Of Warranties**

This Service and related documentation are provided "as is" without any warranty of any particular kind either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

### **Member Verification and Security**

Your Account Number/Username and Password are required to access Arrowhead Credit Union Online Banking and Bill Pay functions.

You agree not to give or make available your password to any person who is not an authorized signer on this account. If you believe your password has been lost or stolen, someone has attempted to use the Service without your consent, your deposit account(s) or loan accounts have been accessed, or someone has transferred funds without your permission, you must notify Arrowhead Credit Union immediately (see contact information below). Arrowhead Credit Union does not maintain a record of your password. If you lose or forget your password, you can initiate a new password by clicking the "Email me a temporary password" on the Online Banking login page or contact Arrowhead Credit Union to begin the process of a new password. In certain situations Arrowhead Credit Union may require that your account(s) be closed to prevent further information from being accessed.

In an effort to provide the highest degree of confidentiality and security, Arrowhead Credit Union requires the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to access information. Many browser suppliers (i.e. Microsoft) offer special 128-bit encryption versions, available for download from their respective websites. Arrowhead Credit Union recommends that members protect their valuable financial information by using the most secure encryption possible.

### **Bill Pay and Recurring Transfer Definitions**

As used in this Agreement, "Bill Pay", "Payment", or "Payments" is a Service offered by Arrowhead Credit Union, which allows you to schedule payments to be sent out automatically on a scheduled date. Payments may be sent electronically or via paper check, depending on where and to whom they are sent.

"Payee" refers to the company or person where Bill Pay are sent. "Payees" must be set up before a Bill Pay can be scheduled.

"Bill Payer" is a Service provider which sends payments to the Payee.

"Process Date" is a date selected by you when setting up a Bill Pay or scheduled transfer. It tells Arrowhead Credit Union when to debit your account and send a Payment to the Payee.

"Schedule" or "Scheduled" refers to the act of setting up a Bill Pay or transfer. To set up a new Bill Pay you are required to enter a Process Date, Payee, and other Bill Pay information.

"Recurring Transfer" and "Transfer" refers to a Service offered by Arrowhead Credit Union, which allows you to schedule transfers to be made automatically on a scheduled date, between your Arrowhead Credit Union accounts.

## **Bill Pay and Recurring Transfer Payments**

Enrollment in our Bill Pay Service allows you to perform the following functions:

Add and review Payee names and account numbers.

Change and maintain Payees and accounts.

Review payment history on any Payee listed.

Schedule, maintain and review Bill Pay.

### **Limitations on use of Bill Pay and Recurring Transfer Payments:**

1. Payments must be scheduled with a Process Date of 5 to 7 business days prior to the date for delivery to the Payee. Business days as used in this Agreement shall mean Monday through Friday of each week excluding Saturday, Sunday, and Credit Union holidays.
2. Payments or transfers will not be processed if there are insufficient available funds in the account on the Scheduled Process Date.
3. Arrowhead Credit Union may limit, for security reasons, the number or amount of transactions you can make using the Bill Pay feature.
4. Arrowhead Credit Union may implement limits on the amounts that may be transferred to individual payees over a specific period of time.
5. Bill Payments may be made in any amount not less than \$1.00 or with a maximum of \$10,000 (or the available balance in the designated funding account, whichever is less) in any 24 hour period.
6. Certain restrictions apply to certain deposit accounts as outlined in Agreements and Disclosures brochure for those accounts. Those restrictions also apply to Transfers and Payments Scheduled through this Service.

### **When Bill Pays and Transfers are Processed**

Payments will be withdrawn from the designated account on the Process Date, or the last business day preceding the Process Date, if the Process Date falls on a Saturday, Sunday or Credit Union holiday.

Transfers will be withdrawn from the designated account on the Process Date, or the next business day, if the Process Date falls on a Saturday, Sunday or Credit Union holiday.

You can make **online** changes to Scheduled Payments and cancel Scheduled Payments anytime prior to the day the payment or transfer is scheduled to be processed. If you **write to us** to change or cancel a payment, prior to its delivery to the Payee, we must receive your request at least three (3) business days prior to the Payment Process Date. If you order us to cancel a Recurring Payment three (3) business days before the Process Date, and we do not do so, we will be liable for your losses or damages.

Any new authorizations, changes, and all previous authorizations of recurring payments for which there is sufficient payee information for the payment or transfer to be processed will remain in effect until:

- a) They are changed by you or an authorized account holder.
- b) The available balance in the designated account is not sufficient to cover the payment and/or transfer.
- c) The designated account is closed.

If any of the above conditions occur, or if there is insufficient information for the payment or transfer to be processed, Arrowhead Credit Union will not be obligated to make the payment or transfer.

In the event Arrowhead Credit Union receives instructions for multiple transfers in one transmission and funds are sufficient to pay some, but not all of the Payments or Transfers, Arrowhead Credit Union will cause the Transfers to be made first, followed by the Payments, in the order of largest item to smallest item scheduled for the day. We will retry insufficient funds Bill Pay for a period of one (1) business day. If within that time the Payment cannot be made, it will be deemed cancelled. If the available balance in the designated account is not sufficient to cover the Bill Pay or transfer, a fee may be assessed.

### **Resolution for Payments Not Received by the Payee**

You agree to notify us as soon as possible of any payments that you believe are lost. However, claims on individual payments may be subject to a ten (10) business day waiting period (days on which Arrowhead Credit Union is not authorized or required to be closed for business by Federal or California law) after the date that the payment was due to arrive and be posted at the payee, before an inquiry can be presented to the bill payer on your behalf.

Call us at: **(909) 383-7300** or **(800)743-7228, Monday through Friday from 8:00 AM to 6:00 PM and Saturday from 9:00 AM to 2:00 PM;**

or write to:

**Arrowhead Credit Union**

**ATTN: Communication Center**

**P.O. Box 735**

**San Bernardino, CA 92402-0735**

### **ACU Payment Disclosure**

You authorize Arrowhead Credit Union (ACU) to initiate debit and credit entries via Electronic Funds Transfer through the Automated Clearing House (EFT-ACH) on your account at the financial institution indicated in this transaction. You further authorize ACU to perform any necessary correction entries, as needed, to your account at the financial institution to process your transaction. You understand and agree that you must allow 3 business days to process and initiate the EFT-ACH entry for your account.

You understand and agree that if your account at the financial institution does not have sufficient funds, ACU will not be responsible or liable for any penalties or charges assessed by any other financial institution as a result of such insufficiency. You acknowledge that in the event ACU is unable to process your transaction via EFT-ACH, you are responsible for making your transfer by other means.

You understand and agree that ACU will assess a fee to your account, as disclosed in our Schedule of Fees, in addition to any other fees and/or charges, as a result of insufficient funds at the other financial institution. You understand and agree that this authorization will remain in full force and effect until ACU receives written notification from you of its termination in such time and in such manner as to afford ACU a reasonable opportunity to act on it.

### **Our Liability for Failure to Complete Transactions**

We will process and complete all transfers and payments properly initiated through the Service in accordance with the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount under the terms of this Agreement, we will be liable for your losses or damages, subject to the Limitation of Liability provisions herein. However, we will not be liable if:

- a) Through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- b) The transfer would go over the credit limit on your overdraft line.
- c) The Service, your PC, or modem is not working properly, and you knew about the malfunction at the time of the transfer.
- d) A Payee mishandles or delays in handling payments sent by us.
- e) You have not provided us with the correct Payee name, address, phone number, account number, payment amount and other pertinent payment information.
- f) Circumstances beyond our control (such as fire, flood, telecommunications, power failures, or delay in the U.S. Mail) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
- g) There may be other exceptions stated in our Agreement with you.

## Limitation of Liability

Unless otherwise required by law, the liability of Arrowhead Credit Union hereunder shall be limited to interest on the amount that was not paid or transferred in a timely manner from the date the transfer was instructed to occur to the date the transfer actually occurred or the payment instructions were cancelled. If an erroneous payment or transfer was made, or if an unauthorized transfer was made after we have received and had reasonable opportunity to act upon notice of such unauthorized transfer, our liability shall be limited to a refund of the erroneously paid amount plus daily interest up to sixty (60) calendar days. Interest paid under this section shall be calculated at the current interest rate being paid on the account.

IN NO EVENT WILL ARROWHEAD CREDIT UNION BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ATTORNEY'S FEES EVEN IF ARROWHEAD CREDIT UNION WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

## Statement

Your payments and funds transfers made through the Service will appear on your monthly account statement(s). You agree to notify us promptly if you believe there are any errors or unauthorized transactions on any statement, or statement information. See your Arrowhead Credit Union Agreements and Disclosures brochure for further information regarding reporting errors on your statement.

## Notice of Incomplete Transactions

You agree to notify us promptly if you receive a notice from a Payee or other institution that a payment or transfer you made through the Service has not been completed or remains unpaid.

## Your Liability For Unauthorized Payments

Tell us at once if you believe your password has been stolen, or your account number(s) has been lost or stolen, or if you believe your account(s) has been accessed and/or someone has performed an unauthorized transaction from your account(s). You could lose all the money in your account(s) plus your maximum overdraft line of credit, if any, through an unauthorized transaction or payment. Notifying Arrowhead Credit Union by telephone is the best and fastest way of keeping your possible losses down.

If you notify Arrowhead Credit Union within two (2) business days of learning of a loss or theft, your maximum liability will be \$50.00. If you do not tell us within two (2) business days after you learn of the loss, and we can prove we could have stopped someone from accessing your account(s) without your permission if you had notified us, then you could lose as much as \$500.00.

Also, if your statement shows transactions or payments that you did not make or authorize, please tell us immediately. If you do not tell us within sixty (60) calendar days after the statement was mailed, you may not get back any of the money you lost if we can prove that we could have stopped the unauthorized transaction(s) or payment(s) if you had notified us in time. If a good reason kept you from telling us, we will extend the time period.

If you believe your password has been stolen, or that someone has transferred or may transfer money from your account(s) without your permission,

Call us at: **(909) 383-7300** or **(800)743-7228, Monday through Friday from 8:00 AM to 6:00 PM and Saturday from 9:00 AM to 2:00 PM;**

or write to:

**Arrowhead Credit Union**

**ATTN: Communication Center**

**PO Box 735**

**San Bernardino, CA 92402-0735**

You agree to assist Arrowhead Credit Union in its efforts to recover any funds that were transferred or paid without your permission or consent. For more information, refer to your Arrowhead Credit Union Agreements and Disclosures brochure.

## **Errors And Questions**

In case of errors or questions about the Service, banking transactions, or payments, you must notify us at once,

Call us at: **(909) 383-7300** or **(800)743-7228, Monday through Friday from 8:00 AM to 6:00 PM and Saturday from 9:00 AM to 2:00 PM;**

or write to:

**Arrowhead Credit Union**

**ATTN: Communication Center**

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We must hear from you no later than SIXTY (60) calendar days after we send you the first statement on which the problem or error appeared. For all errors, you must:

1. Tell us your name, account number(s), loan number(s) (if applicable), and address;
2. Describe the error about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information; and
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question, in writing, within ten (10) business days. We will tell you the results of our investigation within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any errors found promptly. If we need more time, however, we may take up to forty-five (45) calendar days (ninety (90) calendar days for new accounts) to investigate the 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 may have the use of the money during the time it takes for 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, Arrowhead Credit Union may not re-credit your account.

If Arrowhead Credit Union determines there was no error, we will mail you a written explanation within three (3) business days after we finish the investigation. You may request copies of the documents that we used in our investigation. For more information refer to the Arrowhead Credit Union Electronic Fund Transfer Act Disclosure statement.

## **No Signature Required**

When using the Service to conduct banking transactions or to pay bills, you agree that Arrowhead Credit Union may debit your account to complete the Online Banking transactions, pay bills, or honor debits which you have not signed.

## **Disclosure Of Account Information To Third Parties**

We will disclose information to third parties about your account and Online Banking transaction(s) or the payment(s) you make only in the following situations:

1. Where it is necessary for completing Online Banking transactions or Bill Pay.
2. In order to verify the existence and condition of your account(s) to a third party, such as a credit bureau.
3. In order to comply with laws, government agency rules or orders, court orders, or officials having legal authority to request such information.
4. If Arrowhead Credit Union has entered into an agreement to have another party provide the Service.
5. If you give us your written permission. or
6. In connection with Arrowhead Credit Union' collection efforts.

Arrowhead Credit Union also reserves the right to disclose information about your account(s), Online Banking transactions, and payments to affiliated companies at our discretion, absent your written objection to the contrary. For more information please refer to our **Privacy Policy**.

## Charges

Online Banking fees are subject to change. **NOTE:** Deposit Account / Loan Account fees and charges still apply. Refer to the most current Arrowhead Credit Union Schedule of Fees.

## Alterations and Amendments

The terms of this Agreement, applicable fees, and service charges may be altered or amended from time to time by Arrowhead Credit Union. In such event, Arrowhead Credit Union shall send notice to you. Further, Arrowhead Credit Union may, from time to time, revise or update the Arrowhead Credit Union program, services, and/or related material(s) rendering prior versions obsolete. If that happens, Arrowhead Credit Union shall send notice to you. Consequently, Arrowhead Credit Union reserves the right to terminate this Agreement as to all such prior versions of the Arrowhead Credit Union programs, services, and/or related material(s) and limit access to Arrowhead Credit Union's more recent versions and updates.

Use of Online Banking Service constitutes agreement by you to receive any notices and/or changes electronically. Any continuation of the Service after Arrowhead Credit Union sends you a notice of change(s) will constitute your agreement to such change(s).

## Termination Or Discontinuation of the Service

Arrowhead Credit Union has the right to terminate this Agreement at any time. We may send you a notice of any termination, but we are not required to do so unless applicable law requires such prior notice. Once we terminate this Agreement, no further transfers or payments may be made, including but not limited to, any payments or transfers scheduled in advance or any recurring payments or transfers.

You may un-enroll from Bill Pay at any time online through Service or you may terminate the entire Service at any time by signed written notice to Arrowhead Credit Union. However, any instructions from you to make payments or transfers will continue to be in effect until we have received such written notice of termination and have a reasonable opportunity to act upon it. Once we have acted upon your notice, no further transfers or payments will be made, including but not limited to, any payments or transfers scheduled in advance or any recurring payments or transfers. You may wish to cancel all payment instructions in advance of termination. Any such termination by you applies only to Arrowhead Credit Union Online Banking. **Note:** Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## Disputes

In the event of a dispute regarding the Service, you and Arrowhead Credit Union agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the Agreement between you and Arrowhead Credit Union, which supersedes any proposal or prior Agreement, oral or written, and any communication between you and Arrowhead Credit Union relating to the subject matter of this Agreement. If there is a conflict between what one of Arrowhead Credit Union's employees says and the terms of this Agreement, the terms of this Agreement shall control.

## Indemnity

You agree to indemnify, defend and hold Arrowhead Credit Union harmless from and against any and all liabilities, cost, losses, damages, judgments, fines, demands, claims, recoveries, and expenses arising directly or indirectly out of your use of the products and services provided hereunder.

## Enforcement

You agree to be liable to Arrowhead Credit Union for any liability, loss, or expense as provided in this Agreement that Arrowhead Credit Union incurs as a result of any dispute involving your accounts or services. You authorize Arrowhead Credit Union to deduct any such liability, loss or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable.

## Arbitration

In the event of any dispute arising out of this Agreement, you agree to submit the dispute to binding arbitration under the American Arbitration Association rules.

### **Assignment**

You may not assign this Agreement to any other party. Arrowhead Credit Union may assign this Agreement to any present or future, directly or indirectly, affiliated company. Arrowhead Credit Union may also assign or delegate its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **No Waiver**

Arrowhead Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such a waiver is in writing and signed by Arrowhead Credit Union. No delay or omission on the part of Arrowhead Credit Union 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.

### **Captions**

The captions of the sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **Governing Law**

Regardless of where you live or work or where you access Arrowhead Credit Union Online Banking System, this Agreement is subject to the laws of the State of California where we hold your deposit account(s) or loan account(s), and by applicable Federal laws and regulations.