

# Unitus Community Credit Union

## Digital Banking Service Agreement

(Revised 12/29/2023)

La versión en español del Acuerdo del Servicio Digital Banking de Unitus Community Credit Union está disponible [aquí](#).

For existing Digital Banking users being asked to agree again: We have updated this agreement to remove mention of Telephone Express Teller (TET) as this service will no longer be available after 2/14/2024. We have also removed reference to “uOnline” as this service has been renamed “Digital Banking”.

This agreement is the contract which covers your and our rights and responsibilities concerning the Digital Banking (Online Banking & Mobile Banking) services offered to you by Unitus Community Credit Union (“Unitus”). In this agreement, the words “you” and “yours” mean those who sign the application as applicants, or joint owners, or sign a card or use an electronic funds transfer (EFT) service, or any authorized users. The words “we,” “us,” and “our” mean Unitus Community Credit Union. The word “account” means any one or more share or deposit accounts you have with Unitus. By signing the membership application, signing the online consent, and/or using the Digital Banking service, each of you, jointly and severally, agree to the terms and conditions in this agreement, and any amendments.

### 1. Digital Banking Services.

a. **Digital Banking (Online Banking) Service.** Upon approval, you may use your personal computer and the Digital Banking service to access your accounts. You must use your username along with your password to access your accounts. You will need a personal computer and a web browser (such as, but not limited to, Mozilla Firefox®, Google Chrome®, or Apple Safari®). The online address for the online banking service is [www.unitusccu.com](http://www.unitusccu.com). You are responsible for the installation, maintenance, and operation of your computer and modem. Unitus will not be responsible for any errors or failures involving any telephone service, internet service provider (ISP), or your computer. At the present time, you may use the online banking service to:

- Review account balance, transaction history, and tax information for any of your accounts.
- Transfer funds between your accounts. Review information on your loan account including payoff amount, due date, interest rate, and balance information.
- Register for and utilize Budgets, and Savings Goals to aggregate and manage financial institution accounts, create budgets, and set goals.
- Register for and view eStatements.
- Make Bill Payments from your checking account using the Bill Payment Service.
- Update your email, phone, and mailing addresses.

b. **Mobile Banking Service.** Mobile Banking Service is a personal financial information management service that allows you to access account information and make financial transactions through our Digital Banking service using compatible and supported mobile phones and wireless devices. You understand that the Mobile Banking Service may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming.

## 2. Digital Banking & Mobile Service Limitations.

a. **Digital Banking Service Limitations.** The following limitations on Digital Banking transactions may apply:

(i) **Transfers.** You may make funds transfers to your other accounts as often as you like. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this agreement or your deposit or loan agreements.

(ii) **Account Information.** The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any deposit transactions and our Funds Availability Policy as set forth in the [Membership & Account Agreement](#).

(iii) **Connection.** Your online banking connection will disconnect after a set time. You will be notified that the session has timed out. If disconnected, you must reconnect.

### b. Mobile Banking Service Limitations and Conditions.

(i) **Conditions of Use.** You are fully responsible for understanding how to use Mobile Banking Service before you actually do so, and using Mobile Banking Service in accordance with any use or operational instructions posted on our website. You are also responsible for your use of your wireless device and the Mobile Banking Service software provided to you. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking Service, the software or your wireless device. You may experience technical or other difficulties related to Mobile Banking Service that may result in loss of data, personalization settings, or other Mobile Banking Service interruptions. We assume no responsibility for the timeliness, deletion, misdelivery, or failure to store any user data, communications, or personalization settings in connection with your use of Mobile Banking Service. We assume no responsibility for the operation, security, or functionality of any wireless device or mobile network which you utilize to access Mobile Banking Service. Financial information shown on Mobile Banking Service reflects the most recent account information available through Mobile Banking Service, and may not be current. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

(ii) **Security Access.** You agree not to give or make available your Mobile Banking Service password or other means to access your account to any unauthorized individuals. You are responsible for all transactions you make or authorize using Mobile Banking Service. If you permit other persons to use your wireless device and password or other means to access Mobile Banking Service, you are responsible for any transactions they make or authorize. If you believe that your password, wireless device, or other means to access your account has been lost or stolen or that someone may attempt to use Mobile Banking Service without your consent, or has transferred money without your permission, you must notify us promptly.

(iii) **Relationship to Other Agreements.** You agree that when you use Mobile Banking Service, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or telephone provider. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking Service. For example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking Service, including while downloading any software, receiving or sending Mobile Banking Service text messages, or other use of your wireless device when using Mobile Banking Service.

(iv) **Changes or Cancellation.** You may cancel your participation in Mobile Banking Text Service by logging into your account and selecting the Contact Tab on the Settings Widget, and unselecting to receive SMS messages to the phone number. We reserve the right to change or cancel Mobile Banking Service at any time without notice. We may also suspend your access to Mobile Banking Service at any time without notice and for any reason, including but not limited to, your misuse or non-use of Mobile Banking Service.

### 3. Send Money Service Terms and Conditions

The “Send Money” service (“Service”) is offered by Unitus Community Credit Union (“we” or “us”) as a feature of your mobile banking and online banking services, and is subject to the Unitus Electronic Funds Transfer Agreement and Disclosures, and the following additional terms and conditions.

Send Money is a service that allows users to send money via Online Banking or Mobile Banking to others using a cell phone number or an email address through a payment network we select.

Your Relationship With Us, the Payment Network, and Recipients. The payment network we select is a service provider that helps you make payments to third parties. It is an independent contractor for all purposes. Neither we nor the payment network have control of, or liability for, products or services purchased with payments made through the Service. We are not responsible for the identity of any recipient to whom you have authorized a payment or their performance of any obligation they may have to you. If a recipient fails to provide any goods or services you may request, there are no “chargeback” rights for payments made to the recipient like there are with credit and debit card transactions. **Therefore, you should only use the Service to send money to friends, family, other individuals that you trust.** You should not use the Service to make payments to merchants for goods or services.

#### Eligibility for Send Money Payments.

You authorize the Credit Union and any payment network, to make any inquiries considered necessary to validate your identity and the identity of any recipient of funds. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your Information against third party databases or through other sources. The Credit Union will, in its sole discretion, authorize the use of Send Money and may in its sole discretion disallow the use of Send Money payments by any Credit Union member. The Service is only available to individual members for personal use and may not be used by business members or for business use.

#### Making Transfers.

i. Transfers. When a Send Money Payment is made, the funds are transferred from your account when the recipient accepts the payment. You agree that such requests constitute your authorization to us and the payment network to make the Transfers. Once you have provided your authorization for the Transfer, you may not be able to cancel the electronic Transfer. If the recipient has not accepted payment, you may be able to cancel the payment by accessing the scheduled payment and clicking “delete”.

ii. Refused and Refunded Transactions. When you send money, the recipient is not required to accept it. You agree that you will not hold the payment network or the Credit Union liable for any damages resulting from a recipient's decision not to accept a payment made through the service. The recipient has 7 days to accept the payment. If a payment is unclaimed or denied for any reason, the money will not be taken from your account. If a recipient accepts the payment but the deposit fails on their end the funds will be refunded and automatically deposited back into your account. This process may take up to an additional 7 days. If a recipient does not have an account with the payment network, and does not set one up within 7 days of your transaction date, the payment will be cancelled and the money will not be taken from your account.

### Transfer Limitations

There are limits on the amount of money you can send or receive through the Service. Your limits may be adjusted from time-to-time in our sole discretion. Your individual transaction limits are:

	New Accounts (open less than 30 days)	Established Accounts (open more than 30 days)
Single Transaction Limit	\$1,000	\$2,500
Daily Limit	\$1,000	\$2,500
Weekly Limit	\$2,000	\$5,000
Monthly Limit	\$5,000	\$10,000

### Use and Sharing of Information

You consent to our use and disclosure of your personal information including account information to payment networks, other network financial institutions and other third parties as necessary to complete transactions in accordance with our customary processes and procedures.

You acknowledge that we or our payment networks may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the Service. By using the Service, you authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, to our third party service provider solely to allow verification of your identity and to compare information you have provided to us or to our payment network with your wireless operator account profile information.

### Consent to Communication

By participating as a User, you represent that you are the owner of the email address, and mobile phone number or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number to send or receive money as described in these Terms & Conditions. You consent to the receipt of emails or text messages from us, from our payment networks or service providers, from other users that are sending you money or requesting money from you, and from other network financial institutions or their agents regarding the Services or related transfers between network financial institutions and you. You agree that we may use automatic telephone dialing systems in connection with text messages sent to any mobile phone number you enroll. You further acknowledge and agree:

a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

b. You will immediately notify us if any email address or mobile phone number you have enrolled is (i) surrendered by you, or (ii) changed by you.

c. In the case of any messages that you may send through either us or a payment network, or any messages that we may send to an email address or mobile phone number you provide, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.

d. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us a payment network, including messages that you may send through us or that we may send or may send on your behalf.

e. To cancel text messaging from us for the Send Money feature log into your account, click on the Send Money button, then click on the settings “gear” symbol and unselect all payment alerts

### Additional Terms

We reserve the right to change these terms at any time.

#### **4. Conditions of Account/Service Use.**

The use of your account or Digital Banking services are subject to the following conditions:

a. **Access Device.** Any access device that 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 access device, immediately according to instructions. You cannot transfer your access device or account to another person.

b. **Illegal Use or Internet Gambling.** You may not use your account or the Digital Banking service for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. You agree that all transactions that you initiate by use of an EFT are legal in the jurisdiction where you live and/or where the transaction occurred. Internet gambling may be illegal in the jurisdiction in which you are located, including the United States. Your electronic funds transfers may only be conducted for legal transactions. Display of a payment card logo by an online merchant does not mean that internet gambling transactions are lawful in all jurisdictions in which you may be located. We have restricted all online gambling transactions by use of an EFT.

c. **Security of Access Code.** The password that you select is for your security purposes. The password is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your password. You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. If you authorize anyone to have or use your password, you understand that person may use the Online Banking Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your password and you agree that the use of your password will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your password in any manner, that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying Unitus and changing your password immediately. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your password is changed. If you fail to maintain or change the security of these passwords and Unitus suffers a loss, we may terminate your EFT and account services immediately.

#### **5. Member Liability.**

You are responsible for all transfers you authorize using your EFT services under this Agreement. If you permit other persons to use the Digital Banking Service, Mobile Banking Service, or password you are responsible for any transactions they authorize or conduct on any of your accounts. Tell us at once if you believe anyone has used your account or password and accessed your accounts without your authority or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. For Digital Banking Service or Mobile Banking Service transactions, if you tell us of the unauthorized use of your account within two (2) business days, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn of the unauthorized use of your account or EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you had told us, you could lose

as much as \$500. Also, if your statement shows Digital Banking Service or Mobile Banking Service transactions that you did not make including those made by password or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: for all Digital Banking Service or Mobile Banking Service transactions -- up to the full amount of the loss. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Digital Banking or Mobile Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

1-503-227-5571 or 1-800-452-0900

Or write:

Unitus Community Credit Union

PO Box 1937

Portland, OR 97207-1937

## 6. Business Days.

Our business days are Monday through Friday, 7:30 am - 6:00 pm and Saturday 7:30 am – 4:00 pm. Federal holidays are not included.

## 7. Fees and Charges.

Your normal account charges will continue to apply as set forth on the [Fee Schedule](#). You agree the following fees and charges may apply:

a. **EFT Fees.** Unitus does not charge for Digital Banking services except as set forth in this agreement and the [Fee Schedule](#). Your normal account charges will continue to apply as set forth on the [Fee Schedule](#).

b. **Mobile Banking Service Charges.** There are no service charges for use of Mobile Banking Service at this time. However, you agree to pay related account transaction fees and charges in accordance with our current [Fee Schedule](#) and as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking Service. In the future, we may add to or enhance the features of Mobile Banking Service and by using such added or enhanced features, you agree to pay any applicable [fees](#).

## 8. Right to Receive Documentation.

a. **Periodic Statements.** Transfers, withdrawals, and purchases transacted through an automated teller machine (ATM), point-of-sale (POS) terminal, or Online Banking Service, or with a participating merchant will be recorded on your periodic statement, provided by mail or electronically if you have requested an electronic 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. You may request that your statement be provided electronically.

b. **Online Banking Service.** Transaction history is also available through our Mobile Banking, and Online Banking Service. The transaction history information may be limited to recent account information involving your accounts. For further transaction history, please contact Unitus. Duplicate statements are subject to fee according to our [Fee Schedule](#).

## 9. Account Information Disclosure.

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our website at: [www.unitusccu.com](http://www.unitusccu.com). However, we will disclose information to third parties about your electronic funds transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party merchant;
- c. To comply with government agency or court orders;
- d. If you give us your express permission.

#### **10. 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 will be liable for your losses or damages. Our sole responsibility is for an error and in no case will we be liable for any indirect, special, or incidental damages. However, there are some exceptions. We will not be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or the transfer would go over the credit limit on your line of credit, if applicable.
- b. If you used the wrong password or you have not properly followed any applicable computer, or Unitus user instructions for making transfer and Bill Payment transactions.
- c. If your computer fails or malfunctions or Mobile Banking, or Online Banking Services (Digital Banking) were not properly working and such problem should have been apparent when you attempted such transaction.
- d. If circumstances beyond our control (such as fire, flood, telecommunication outages, postal strikes, equipment or power failure) prevent making the transaction.
- e. If the funds in your account are subject to an administrative hold, legal process, or other claim.
- f. If you have not given Unitus complete, correct, and current instructions so the Credit Union can process a transfer or Bill Payment.
- g. If there are other exceptions as established by Unitus.
- h. If, through no fault of ours, a Bill Payment or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number, or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- i. If the error was caused by a system beyond the Credit Union's control such as a telecommunications system, an ISP, any computer virus, or problems related to software not provided by Unitus.

#### **11. Termination of Digital Banking or Mobile Banking Services.**

You agree that we may terminate this agreement and your use of Digital Banking service or Mobile Banking Service and the use of your card, if you or any authorized user of your password breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your password or account. You or any other party to your account can terminate this agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

## **12. Notices.**

Unitus reserves the right to change the terms and conditions upon which this service is offered. Unitus will provide you with notice at least twenty-one (21) days before the effective date of any change, as required by law.

## **13. Transaction Errors.**

In case of errors or questions about your Digital Banking service or Mobile Banking Service transactions, telephone us at the phone numbers or write us at the address set forth above as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- a. Tell us your name and account number.
- b. Describe the transaction 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) calendar days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. For errors related to transactions occurring within thirty (30) days after the first deposit to the account (new accounts), we will tell you the results of our investigation within twenty (20) business days. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question (ninety (90) calendar days for new account transaction errors, or errors involving transactions initiated outside the United States). 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.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

## **14. Enforcement.**

You agree to be liable to Unitus for any liability, loss, or expense as provided in this agreement that the Credit Union incurs as a result of any dispute involving your accounts or services. You authorize Unitus to deduct any such liability, loss, or expense from your account without prior notice to you. This agreement shall be governed by and construed under the laws of the State of Oregon as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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 Oregon 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. Should any one or more provisions of this agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible,



but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this agreement.