



# Online and Mobile Banking Agreement

**This Agreement (“Agreement”) covers your use of Credit Union West’s Online and Mobile Banking Service.**

In this Agreement, the words “you” and “your” mean members, joint account owners, and authorized users of Online and Mobile Banking. The words “we,” “us,” and “our” mean Credit Union West. The word “account” means any accounts you have with Credit Union West.

By using Online or Mobile Banking, you agree to all of the terms and conditions in this Agreement. All transactions done on Online or Mobile Banking are also subject to the terms of the Membership Agreement or any specific loan account agreements and disclosures, and the current applicable Consumer or Business Fee Schedule.

## Using Online or Mobile Banking

You need a personal computer or mobile device and access to the Internet to use Online or Mobile Banking. You are responsible for installation, maintenance and operation of any required software or hardware. We are not responsible for errors or failures involving any telephone or cable service, Internet service, software or hardware, or viruses. We cannot provide diagnostic or technical support for your software or hardware.

## Types of Transactions

At this time, you may use Online and/or Mobile Banking to perform the transactions listed below. Certain transactions are not available with Mobile Banking.

- Review account balances and transaction history
- Transfer funds between your accounts and make loan payments
- Transfer funds to other Credit Union West member savings, checking or loan accounts pre-authorized for cross-account transfers
- Schedule one-time or recurring transfers in the future \*
- View, save or print account statements, check copies, or tax notices (must be enrolled in eStatements)
- Review Credit Union West credit card balances and transactions
- Make a transfer payment from a Credit Union West savings or checking account to your Credit Union West credit card account
- Set up notifications based on account balances, completed transfers, cleared checks, etc. \*
- Export transactions in CSV or QFX file format \*
- Submit address, phone or email changes, or stop payment requests \*
- Utilize other enhancements, transactions, inquiries or calculations that may be made available through Online and Mobile Banking from time to time

*\* Transactions not available with Mobile Banking.*

## **Bill Pay, MoneyDesktop, Remote Check Deposit and External Accounts Transfer Services**

Online and Mobile Banking may also offer Bill Pay, MoneyDesktop, Remote Check Deposit and External Accounts Transfer Services.

- Bill Pay Service allows you to pay an unlimited number of bills online. Standard delivery of bills is free. Expedited options will incur charges.
- Account Aggregation allows your Online Banking to become a “hub” for your finances. You can check account balances, transactions, create budgets and use other financial tools to manage all of your financial accounts.
- Remote Check Deposit Service allows you to deposit checks remotely by using the camera feature on your mobile device.
- External Accounts Transfer Service allows you to transfer funds to and from your Credit Union West account and your other financial institution accounts.

*The above four services have separate user agreements.*

## **Transfers**

You may make unlimited electronic withdrawals and/or transfers from a savings or money market account to include transfers or withdrawals made through Online or Mobile Banking, and automatic payments or withdrawals. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.

The Credit Union may, at its discretion, approve a transaction that takes an account balance negative, which would incur a Non-Sufficient Item Paid fee as found on the current applicable Consumer or Business Fee Schedule. The Credit Union also reserves the right to refuse a transaction that would result in insufficient funds, draw on unavailable funds, or take an account below a required minimum balance.

## **eStatements and Electronic Notices**

When you register for Online Banking, you may consent to receive your periodic account statements online through our eStatement service from this point forward. Your eStatements may include the periodic account and transaction activity for your deposit, loan and credit card accounts; notices for insufficient funds, certificate maturity, and other similar account notices; year-end tax statements for dividends earned and mortgage interest paid; and any disclosures.

eStatements and notices are accessed by signing on to Online or Mobile Banking. We will send you an email whenever a monthly statement, account notice, or tax form is available for review. You will be able to access statements and other documents online for a period of 18 months. You also have the option to download or print the documents for future reference.

You have the right to request and receive your statements and other documents in paper form, and you may withdraw your consent to receive eStatements at any time.

## **Account Information Available**

Online Banking maintains six months and Mobile Banking maintains 45 days of transaction history for all accounts. Account balance, transaction, or history information is limited to available information. Accounts may show an Account Balance and a different Available Balance as a result of pending transactions or funds availability.

## **Security**

Initially when you sign up for Online or Mobile Banking, you will need your member number, your Social Security Number and 2 of the Optional fields in the registration screen. Once authenticated by the system, you will choose a user ID and password. You will then be required to enter your user ID and password to access your accounts.

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential.

### **ID Check®** (not available through Mobile Banking)

All online users are required to set up the ID Check security feature. ID Check provides added security to help prevent fraud when you access your Credit Union account(s) online. You will be able to select a series of challenge questions and answers to validate your identity as well as change these questions and answers at any time online. Your answers to these challenge questions are encrypted to provide additional security. You and your joint account owners/spouse will need to set up the questions together so either of you can answer if prompted.

Multi-layer security helps protect you against identity theft or other online fraud. Once you've provided answers to the challenge questions, you can add extra security protection to enroll the computer you are using. After you enroll a computer, you will be able to sign on from that computer without answering a challenge question each session. You can enroll multiple computers; we do not recommend enrolling computers you do not regularly use. When you sign on using a computer that is not enrolled, you will be asked to validate your identity by typing in the answer to one of challenge questions.

### **Password Security**

You are responsible for safeguarding your password. You agree not to disclose or otherwise make your password available to anyone who is not an authorized user on your accounts. You are responsible for all transfers you authorize under this Agreement. If you permit other persons to use Online or Mobile Banking or your password, you are responsible for any transactions they authorize or conduct on any of your accounts.

### **Liability for Unauthorized Access**

Tell us at once if you believe your password has been lost or stolen, or an unauthorized person has obtained access to your account(s) without your permission. Telephoning is the best way of keeping your possible losses down. If you believe anyone has used your password or accessed your accounts through Online or Mobile Banking without your authorization, please call us immediately at the contact information provided below.

You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone used your password without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. Please refer to the last page of your statement for instructions on reporting errors or questions and the Membership Agreement.

### **Business Hours**

Our Member Contact Center is open Monday through Friday from 8:00 a.m. to 5:00 p.m. MST excluding Federal Reserve holidays. Visit [www.cuwest.org/locations](http://www.cuwest.org/locations) for a listing of our branch locations and hours.

### **Stop Payments** (not available with Mobile Banking)

You may use Online Banking to place a stop payment on a check or range of checks drawn on your personal Credit Union West checking account. Stop payments on checks are not guaranteed until 48 hours after the date of request. A fee will be charged to your account as listed in the current applicable Consumer or Business Fee Schedule.

## **Credit Union's 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 and the instructions you transmit, we will be liable for your actual losses or damages.

However, we will not be liable:

- If you do not have adequate funds in your account to complete a transaction, your account is closed, the transaction amount would exceed your credit limit on a line of credit, or
- If the funds in your account are subject to an administrative hold, legal process or other claim.
- If your computer fails or malfunctions, if circumstances beyond our control (such as fire, flood, telephone outages, postal strikes, equipment or power failure) prevent making the transaction, or
- If Online or Mobile Banking is not working properly and the problem would have been apparent when you attempted the transaction.
- If you have not given complete, correct and current instructions.
- If there are other reasonable exceptions.

## **Fees and Charges**

There is no charge for using Online or Mobile Banking. Some transactions or transfers may be subject to fees as disclosed in the current applicable Consumer or Business Fee Schedule.

## **Account Information Disclosure**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

Please refer to our Privacy Policy found online at [www.cuwest.org](http://www.cuwest.org) for additional details.

## **Termination of Online or Mobile Banking Services**

We may terminate your use of Online or Mobile Banking if you or any authorized user of your account/password 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 or any other party to your account can terminate your use of Online or Mobile Banking by calling or writing to us. However, termination of the system will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination. Additionally, if you fail to log-in to Online Banking within a one year time frame, you will be deleted from Online Banking and any pending scheduled transactions will be cancelled, without further notice, at the time you are deleted from Online Banking.

## **Contact Information**

Credit Union West PO Box 7600  
Glendale, AZ 85312-7600  
Phone: 602.631.3200 or 800.621.0287 (outside Maricopa County)