



## Online Banking Agreement and Disclosure

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of Horizon Credit Union ("Credit Union"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet-based service providing access to your Bank account(s);
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. "Time of day" references are to [Pacific] Standard Time;
9. "User ID" is the Bank-generated identification code assigned to you for your connection to the Service;
10. "We", "us", or "Credit Union" refer to Horizon Credit Union which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

### II. Access to Services

The Credit Union will provide instructions on how to use the Online Banking and Bill payment Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Credit Union's business days are [Monday through Friday], excluding holidays and weekends. All Online Banking transaction requests received after [8:30] p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. The Credit Union's business day begins at 9:00 a.m.

### III. Banking Transactions with Online Banking

Account Access. You may access one primary checking account.

#### Transfer of Funds

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

**NOTE:** Because regulations require the Credit Union to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- **Statement and Market Rate Savings account.** You can make no more than [six (6)] transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.
- **Market Rate Checking and the Indexed Money Fund account.** You can make no more than [six (6)] transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than [three (3)] of these may be by check, draft or debit card. *Please note:* If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

#### Additional Services

New services may be introduced for Online Banking from time to time. The Credit Union will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### IV. Schedule of Fees

The Credit Union offers the benefits and convenience of the Online Banking Service to you free. However, there may be occurrences where additional fees are applied based on your usage. Please see the common fee scheduled proved on the Credit Union's website at [www.hzcu.org](http://www.hzcu.org).

### V. Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### VI. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Credit Union's Online Banking Site;
- Never leave your account information within range of others; and

- Do not send privileged account information (account number, Password, etc.) in any public or general email system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Credit Union immediately at [800.852.5316] between the hours of [7:00 a.m. to 6:00 p.m.], Monday through Friday. Telephoning the Credit Union is the best way of minimizing your losses and liability. (See; Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

## VII. Electronic Mail (Email)

If you send the Credit Union an email message, the Credit Union will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** Email transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public email system. If you wish to contact us electronically, please use the Secure Email link provided in our Online Banking site. Use this secure form to email the Credit Union regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Credit Union regarding other concerns of a confidential nature.

## VIII. Bill Payment Services

- A. Description of Service. The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

- B. Scheduling Payments. Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before

any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Credit Union will work with the payee on your behalf to reverse any late fees or charges.

C. No Duty to Monitor Payments. The Credit Union is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Credit Union will not be liable in any way for damages you incur for any of the following reasons:

- insufficient funds in your Bill Payment Account to make the payment on the processing date;
- delays in mail delivery;
- changes to the payee's address or account number unless we've been advised of the change in advance
- the failure of any payee to correctly account for or credit the payment in a timely manner, or
- any other circumstances beyond the control of the Credit Union.

If the session during which you schedule a payment or transfer ends by 2:00 p.m., the Credit Union will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Services, the time recorded by the Online Banking Service will be considered the official time of the transaction.

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment. The Credit Union will attempt to notify you by email or U.S. Postal Mail, but the Credit Union shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for contacting the Credit Union at [800.852.5316] to make alternate arrangements for the payment. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

D. Cancel or Change Payment Instructions. Payments must be changed or canceled using the Service prior to [8:00 p.m.] on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Credit Union, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Credit Union may pay any item that is presented following the lapse of any stop payment order.

- E. No Signature Required. When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

## IX. **Linked Accounts**

All accounts with the Credit Union that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- any consumer accounts for which the person is a co-owner or authorized signer.

## X. **Business Accounts**

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time to time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## XI. **Term and Termination**

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate **or suspend** your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
1. you do not pay any fee required by this Agreement when due; or
  2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing; or
  3. any employee of the Credit Union reasonably suspects any of the following:
    - Your account is being accessed by unauthorized party; or
    - You have provided your account credentials to another party; or
    - There is unusual or suspicious online banking activity; or

- Your account is being used for suspected illicit activity; or
- Other events which indicate a high-likelihood of online banking service misuse or risk of loss.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Credit Union and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By sending an email to **hzcuhzcu.org**
- By calling **800.852.5316**
- By writing a letter and either sending it to the following address:

Attention: Horizon Credit Union  
P.O. Box 15128  
Spokane Valley, WA 99215

or giving it to a Customer Service Representative at any of the Credit Union's locations.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 120-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

## **XII. Electronic Fund Transfer Provisions For Consumers**

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Credit Union may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
1. If you notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
  2. If you fail to notify the Credit Union within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
    - the total of authorized EFTs which occur during the two (2) days before notification to the Credit Union, provided the Credit Union establishes that these EFTs would not have occurred had the Credit Union been notified within that two-day period.

3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
5. You may notify the Credit Union by telephone, writing, or by email using the Secure Email link provided in our Online Banking site. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 800.852.5316 or write us at: Attn: Horizon Contact Center, P.O. Box 15128 Spokane Valley, WA 99215.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The dollar amount of the suspected error and date on which it occurred.

### **XIII. Liability**

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Credit Union, you do not have enough money in your account to make the transfer.

2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with credit union policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Credit Union immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Chrome (Google browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.
- D. Virus Protection. The Credit Union is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### **XIV. General Terms and Conditions**

- A. Credit Union Agreements. In addition to this Agreement, you and the Credit Union agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in the Credit Union's website at [www.hzcu.org](http://www.hzcu.org). We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
- B. Changes and Modifications. The Credit Union may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via email and you will have to be deemed to have received it three



days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

- C. Assignment. We may assign this Agreement to an affiliate of the Credit Union or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Online Banking and for completing transfers;
  - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
  - in order to comply with government or court orders, or other reporting requirements;
  - if you give us your permission;
  - to the Credit Union affiliated companies.
- F. Governing Law. This Agreement is governed by the laws of the States of [Washington, Idaho, and Montana] and applicable federal law.

## MOBILE APP PRIVACY POLICY

Last updated March 19, 2021

**[Horizon Credit Union]** (“we” or “us” or “our”) respects the privacy of our users (“user” or “you”). This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit/use our mobile application, Horizon CU Mobile Banking (the “Application”). Please read this Privacy Policy carefully. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE DO NOT ACCESS THE APPLICATION.

We reserve the right to make changes to this Privacy Policy at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of this Privacy Policy. You are encouraged to periodically review this Privacy Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Application after the date such revised Privacy Policy is posted. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we handle **user privacy**.

This Privacy Policy does not apply to the third-party online/mobile store from which you install the Application or make payments, which may also collect and use data about you. We are not responsible for any of the data collected by any such third party.

Background Operations: The Horizon CU Mobile Banking application continue performing operations in the background even when the Application is not in active use. But the app will not request your location in the background operations.

### COLLECTION OF YOUR INFORMATION

We may collect information about you in a variety of ways. The information we may collect via the Application depends on the content and materials you use, and includes:

#### I. Personal Data

Demographic and other personally identifiable information (such as your name and email address) that you voluntarily give to us when choosing to participate in various activities related to the Application, such as chat, sending feedback, and responding to surveys.

#### II. Derivative Data

Information our (or our partnered vendors) servers automatically collect when you access the Application, such as your native actions that are integral to the Application, web browser information, network connectivity information (including IP address), as well as other interactions within the Application via server log files.

#### III. Financial Data

Financial information, including transactions, transfers, scheduled payments, saved payment information, and account historic data is saved in the Application.

#### **IV. Data from Social Networks**

User information from social networking sites, such as [Apple's Game Center, Facebook, Google+ Instagram, Pinterest, Twitter], including your name, your social network username, location, gender, birth date, email address, profile picture, and public data for contacts, if you connect your account to such social networks. This information may also include the contact information of anyone you invite to use and/or join the Application.

#### **V. Location Data**

We may request access or permission to and track location-based information from your mobile device, either continuously or while you are using the Application, to provide location-based services. These services include the ability to limit where a transaction can be performed. Geo-location can also be used to offer you products and services that are relevant to you. If you wish to change our access or permissions, you may do so in your device's settings. Location data is collected to provide location based messages, offers and interactions and will not be shared with third parties except as required by law.

#### **VI. Mobile Device Access**

We may request access or permission to certain features from your mobile device, including your mobile device's [bluetooth, calendar, camera, contacts, microphone, reminders, sensors, SMS messages, social media accounts, storage,] and other features. If you wish to change our access or permissions, you may do so in your device's settings.

#### **VII. Mobile Device Data**

Device information such as your mobile device ID number, model, and manufacturer, version of your operating system, phone number, country, location, and any other data you choose to provide.

#### **VIII. Push Notifications**

We may request to send you push notifications regarding your account or the Application. If you wish to opt-out from receiving these types of communications, you may turn them off in your device's settings.

#### **IX. Data From Contests, Giveaways, and Surveys**

Personal and other information you may provide when entering contests or giveaways and/or responding to surveys.

#### **USE OF YOUR INFORMATION**

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Specifically, we may use information collected about you via the Application to:

1. Administer sweepstakes, promotions, and contests.
2. Assist law enforcement and respond to subpoena.
3. Compile anonymous statistical data and analysis for use internally or with partnered third parties.
4. Create and manage your account.
5. Deliver targeted advertising, coupons, newsletters, and other information regarding promotions and the Application to you.
6. Email you regarding your account or order.
7. Fulfill and manage purchases, orders, payments, and other transactions related to the Application.
8. Generate a personal profile about you to make future visits to the Application more personalized.
9. Increase the efficiency and operation of the Application.

10. Monitor and analyze usage and trends to improve your experience with the Application.
11. Notify you of updates to the Application.
12. Offer new products, services, mobile applications, and/or recommendations to you.
13. Perform other business activities as needed.
14. Prevent fraudulent transactions, monitor against theft, and protect against criminal activity.
15. Process payments and refunds.
16. Request feedback and contact you about your use of the Application.
17. Resolve disputes and troubleshoot problems.
18. Respond to product and customer service requests.

## DISCLOSURE OF YOUR INFORMATION

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

### **X. By Law or to Protect Rights**

If we believe the release of information about you is necessary to respond to legal process, to investigate or remedy potential violations of our policies, or to protect the rights, property, and safety of others, we may share your information as permitted or required by any applicable law, rule, or regulation. This includes exchanging information with other entities for fraud protection and credit risk reduction.

### **XI. Third-Party Service Providers**

We may share your information with third parties that perform services for us or on our behalf, including payment processing, data analysis, email delivery, hosting services, customer service, and marketing assistance.

### **XII. Third-Party Advertisers**

We may use third-party advertising companies to serve ads when you visit the Application. These companies may use information about your visits to the Application and other websites that are contained in web cookies in order to provide advertisements about goods and services of interest to you.

### **XIII. Affiliates**

We do not share your information with affiliates.

#### **XIV. Business Partners**

We may share your information with our business partners to offer you certain products, services or promotions.

#### **XV. Other Third Parties**

We may share your information with advertisers and investors for the purpose of conducting general business analysis. We may also share your information with such third parties for marketing purposes, as permitted by law.

#### **XVI. Sale or Bankruptcy**

If we reorganize or sell all or a portion of our assets, undergo a merger, or are acquired by another entity, we may transfer your information to the successor entity. If we go out of business or enter bankruptcy, your information would be an asset transferred or acquired by a third party. You acknowledge that such transfers may occur and that the transferee may decline honor commitments we made in this Privacy Policy.

We are not responsible for the actions of third parties with whom you share personal or sensitive data, and we have no authority to manage or control third-party solicitations. If you no longer wish to receive correspondence, emails or other communications from third parties, you are responsible for contacting the third party directly.

### **TRACKING TECHNOLOGIES**

#### **XVII. Cookies and Web Beacons**

We may use cookies, web beacons, tracking pixels, and other tracking technologies on the Application to help customize the Application and improve your experience. When you access the Application, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default. You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the Application. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

#### **XVIII. Internet-Based Advertising**

Additionally, we may use third-party software to serve ads on the Application, implement email marketing campaigns, and manage other interactive marketing initiatives. This third-party software may use cookies or similar tracking technology to help manage and optimize your online experience with us. For more information about opting-out of interest-based ads, visit the [Network Advertising Initiative Opt-Out Tool](#) or [Digital Advertising Alliance Opt-Out Tool](#).

#### **XIX. Website Analytics**

We may also partner with selected third-party vendors to allow tracking technologies and remarketing services on the Application through the use of first party cookies and third-party cookies, to, among other things, analyze and track users' use of the Application, determine the popularity of certain content, and better understand online activity. By accessing the Application, you consent to the collection and use of your information by these third-party vendors. All vendors are responsible for adhering to his privacy policy for any services they are performing within the Application. We do not transfer personal information to these third-party vendors. However, if you do not want any information to be collected and used by tracking technologies, you can install and/or update your settings on your device or by installing opt-out plugins. You should be aware that getting a new computer, installing a new browser, upgrading an existing browser, or erasing or otherwise altering your browser's cookies files may also clear certain opt-out cookies, plug-ins, or settings.

## THIRD-PARTY WEBSITES

The Application may contain links to third-party websites and applications of interest, including advertisements and external services, that are not affiliated with us. Once you have used these links to leave the Application, any information you provide to these third parties is not covered by this Privacy Policy, and we cannot guarantee the safety and privacy of your information. Before visiting and providing any information to any third-party websites, you should inform yourself of the privacy policies and practices (if any) of the third party responsible for that website, and should take those steps necessary to, in your discretion, protect the privacy of your information. We are not responsible for the content or privacy and security practices and policies of any third parties, including other sites, services or applications that may be linked to or from the Application.

## SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

## POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

## CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems include a Do-Not-Track (“DNT”) feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. No uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this Privacy Policy.

## OPTIONS REGARDING YOUR INFORMATION

### **XX. Account Information**

You may at any time review or change the information in your account or terminate your Application account by:

- Logging into your account settings and updating your account
- Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms of Use and/or comply with legal requirements.

### **XXI. Emails and Communications**

If you no longer wish to receive correspondence, emails, or other communications from us, you may opt-out by:

- Logging into your account settings and updating your preferences.
- Contacting us using the contact information provided below

If you no longer wish to receive correspondence, emails, or other communications from third parties where you have enrolled to receive correspondence, you are responsible for contacting the third party directly.

## CALIFORNIA PRIVACY RIGHTS

California Civil Code Section 1798.83, also known as the “Shine The Light” law, permits our users who are California residents to request and obtain from us, once a year and free of charge, information about categories of personal information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact information provided below.

If you are under 18 years of age, reside in California, and have a registered account with the Application, you have the right to request removal of unwanted data that you publicly post on the Application. To request removal of such data, please contact us using the contact information provided below, and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Application, but please be aware that the data may not be completely or comprehensively removed from our systems.

## CONTACT US

If you have questions or comments about this Privacy Policy, please contact us at:

Horizon Credit Union

13224 E Mansfield Ave.

Spokane Valley, WA 99216

800.852.5316

marketing@hzcu.org

