

WESTconsin Online and Mobile Banking Terms & Conditions

URL: <https://mbr411.com/cavxw>



By accepting this agreement, users of WESTconsin Online and Mobile Banking will be automatically enrolled in eStatements. The eStatements Terms and Conditions are hereby incorporated into the overall WESTconsin Online and Mobile Banking Terms & Conditions. Please review the full Terms & Conditions for all updates. Users may opt out of eStatements at any time without penalty by accessing the eStatements section within Online Banking or the Mobile App.

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

To obtain access to our Online and Mobile Banking services, you must first indicate your affirmative consent to all the terms of this Agreement. You may indicate your consent electronically by following the on-screen instructions for accepting this Agreement. We recommend that you download or print this Agreement and keep a copy for your future reference. This Agreement, as it may be amended from time to time, is available upon request or through your access to WESTconsin Online. You acknowledge receiving a copy of this Agreement. You acknowledge your receipt and understanding of these disclosures, terms and conditions, and you agree to be legally bound by this Agreement. You also agree as follows: (a) you have read all of the terms, conditions and disclosures in this Agreement; (b) you are able to access e-mails and website information, and you have an Internet Service Provider or Mobile Service Provider, in which you can access WESTconsin Online & Mobile Banking services. In this Agreement, the words "you" and "your" mean primary member, joint account owners and authorized users or subusers of WESTconsin Online and/or Mobile Banking. The words "we," "us" and "our" mean WESTconsin Credit Union. The word "account" means any account(s) you have with the Credit Union whether personal or business/organizational or other. The word "Mobile Banking" means account access by either our Mobile App or by using a mobile device's mobile web browser to login to our online banking site which supports mobile rendering to align properly on the device being used. By using WESTconsin Online and/or Mobile Banking, you agree to all the terms and conditions in the Agreement. You also acknowledge that this Agreement has been accepted by one or more of the persons who established the subject account with the Credit Union. All transactions done through WESTconsin Online and/or Mobile Banking are also subject to the terms of the specific deposit or loan agreements and specific product disclosures/terms and conditions and or any Privacy Policies and current service fee schedules, which are incorporated herein by reference.

Using WESTconsin Online or Mobile Banking

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

WESTconsin Online & Mobile Banking Charges

Fees and charges associated with WESTconsin Online and/or Mobile Banking are disclosed in the Service Charges and Fees Schedule. The Service Charges and Fees Schedule can be requested by calling us, or by stopping at any office location. Your use of WESTconsin Online and/or Mobile Banking states you accept the terms and conditions along with any associated fees to the service of WESTconsin Online and/or Mobile Banking and/or products offered within the service.

Types of Transactions/Services

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

- Review account balances and transaction history up to ninety (90) days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments, schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account access
- Transfer funds to another WESTconsin Credit Union member (Member to Member Transfers aka M2M)

- Transfer funds to friends and family using Zelle (separate terms and conditions apply)
- Transfer funds to and from another financial institution with External Transfers (Account to Account Transfer, A2A)
- Transfer funds from another financial institution to pay your *WEST*consin loan (separate terms and conditions apply)
- View scanned copies of cleared checks
- View, save or print eStatements (statements and notices including tax documents)
- Schedule bill payments
 - Set up eBills
 - Set up one time or recurring payments
 - Set up email reminders/notifications
 - Expedite bill payment
 - View bill payment history
 - View scanned copies of cleared checks
 - Create reports of bill payment activity
- View and manage *WEST*consin Visa Cards
- Set up account notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Set up Text Banking and transfer funds
 - Receive balances
 - Review transactions
 - Transfer funds
- Export transactions to Quicken (.qfx) or QuickBooks (.qbo) or Excel (.csv) file
- Update profile settings such as address, phone number, email, username and password or nickname and hide suffixes
- Manage your account and budget with Money Management, a money management tool
- Share access to your account and set up account permission with Shared Access
 - Access: view only, make internal transfers or make bill payments – set limits for transactions/bill payments
- Apply for a business, consumer or mortgage loan
- Order checks
- Access Turbo Tax
- Access Secure Forms
- Access to Digital Wallet Information
- Access to *WEST*consin Rewards powered by BaZing
- Submit Check Stop Payment
- Schedule an Appointment
- Add to your Membership
 - Add Additional Product
 - Open Additional Membership
- Secure Chat
- Dispute debit card and ACH transactions

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

- Review account balances and transaction history up to ninety (90) days; including accounts that have been pre-authorized for cross account access
- Review pending debit card and direct deposit transactions; available balance may not reflect pending transactions
- Transfer funds between your accounts and make loan payments, schedule one-time or recurring transfers
- Transfer funds to and from savings, checking, or loan accounts of other accounts that have been pre-authorized for cross account transfers
- Transfer funds to another *WEST*consin Credit Union member (Member to Member Transfers aka M2M)
- Transfer funds to friends and family using Zelle (separate terms and conditions apply)
- Transfer funds to and from another financial institution with External Transfers (Account to Account, A2A)
- Transfer funds from another financial institution to pay your *WEST*consin loan (separate terms and conditions apply)
- View scanned copies of cleared checks
- Access eStatements (statements and notices including tax notices)
- Submit checks for Mobile Deposit
- Access Bill Pay
- View and manage *WEST*consin Visa Cards
- Set up push notifications for account balances, completed transfers, cleared checks, payment due/past due, etc.
- Manage your account and budget with Money Management, a money management tool
- Apply for a business, consumer or mortgage loan
- Update profile settings such as address, phone number, email, username and password, nickname or hide suffixes
- Access Locations
- Order checks

- Access Turbo Tax
- Access Custom Forms
- Access to Digital Wallet Information
- Access to WESTconsin Rewards powered by BaZing
- Enable Enhanced Mobile Alerts and Notifications – push notification, in app notification, WESTconsin Newsfeed
- Submit Check Stop Payment
- Schedule an Appointment
- Add to your Membership
 - Add Additional Product
 - Open Additional Membership
- Secure Chat
- Dispute debit card and ACH transactions

Other Services/Agreements

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

Electronic Consent & Acceptance

In order to enroll to use WESTconsin Online and/or Mobile Banking, you consent to receive and accept the terms and conditions, any notices or communications of the Agreement and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to you, we may notify you by email, to the last known contact method available to us listed through the Sites or this Service, of the new or different terms and conditions or we may notify you of changes through a periodic statement message, or targeted message through WESTconsin Online or the Mobile App, or we will provide you access through WESTconsin Online with access where you may view the new or different terms and conditions. You understand and agree that we reserve the right to provide any such notices in printed form. You may withdraw your consent to having this information provided to you by contacting WESTconsin Credit Union by telephone at (800) 924-0022; however, by doing so you understand that WESTconsin Credit Union will terminate your right to use the Service. Withdrawing Your consent in this manner will not prevent you from re-enrolling in the Service.

Membership and Account Agreement

Please see the Membership and Account Agreement for additional information as it pertains to your account.

Business Membership and Account Agreement

Please see the Business Membership and Account Agreement for additional information as it pertains to your account.

Shared Access

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

Cross Account Access

Cross Account Access gives you the ability to link multiple WESTconsin Credit Union accounts through either CALL-24, WESTconsin Online and/or Mobile Banking. At least one account owner, either the primary or joint owner, must be common between the Membership Savings accounts in order to set up Cross Account Access. To set up Cross Account Access a form needs to be completed via a recorded call with our Service Center or physically signed. Once confirmed accounts are linked, transfers TO and FROM the linked accounts can be completed through CALL-24, WESTconsin Online and/or Mobile Banking.

One account will be referred to as the “primary account” and the linked accounts will be referred to as the “linked account”, once accounts are linked to the “primary account” whomever accesses the “primary account” will be able to view the “linked account(s)” suffixes, history, balances, including loans and other services. Other services may also be able to be viewed/access via cross account access, such as but not limited to Bill Pay, and Check Ordering, etc. You hereby release WESTconsin Credit Union from any claims or loss arising out of any authorized or unauthorized use of Cross Account Access if WESTconsin wasn’t negligent.

Member to Member Transfers

Member to Member Transfers (M2M) allows you to transfer money to any other WESTconsin Credit Union member. To set up a M2M transfer you will have to add the other member as a transfer recipient, aka recipient, to your WESTconsin Online and/or Mobile Banking account. The recipient will need to provide you their Last Name, Member Number account, account type and suffix. You are not required to be a joint owner or authorized signer on the transfer to account. Once the recipient is confirmed you agree to properly maintain the recipient, by removing them from your account as needed as they will remain indefinitely. You have the option to remove the recipient at any time you see fit. Transfers you process may show in your account history with the recipient’s full account number and/or name. You can either schedule one-time transfers or set up scheduled recurring transfers to your recipients. You are responsible for any transfers or transactions authorized through the M2M Transfer option, and you hereby release WESTconsin Credit Union from any claims or loss arising out of any authorized or unauthorized use of Member to Member Transfers if WESTconsin wasn’t negligent.

Check Stop Payment

Check Stop Payment(s) allows you to place a Stop Payment Order for a single check or multiple checks originally authorized by you. To complete a Check Stop Payment you’ll need to gather and enter the following information: Check Number or range of Check Numbers, Paid From Account, Check Amount, Payee, Reason for Stop Payment Order. Fees may apply. Some check restrictions apply, see Check Stop Payment within WESTconsin Online and/or the Mobile App for details. Stop Payment Orders for items where fraud is suspected should not be placed, rather direct contact with us by phone is required so that appropriate actions can be taken.

WESTconsin Rewards

WESTconsin Rewards, powered by BaZing offers benefits such as: Roadside Assistance, Cell Phone Protection, Identity Restoration, Personal Identification Theft Benefit, Local and Online Deals, Health Savings Benefits. Access WESTconsin Rewards from either WESTconsin Online and/or Mobile Banking to create a login and access the suite of benefits. Eligible checking account required.

Order Checks

Personalized check orders and accessories are available for your personal or business checking account needs, including access to custom WESTconsin designs. Applicable fees and delivery charges may apply.

Schedule an Appointment

Easily schedule an appointment online at a local office for help with opening accounts, applying for loans, financial coaching, and more. Appointments can be scheduled with us through either WESTconsin Online and/or Mobile Banking.

Add to Your Membership

Whether you’re looking to Add an Additional Product to your existing account or Open an Additional Membership with us, you can quickly and easily do so by accessing either WESTconsin Online and/or Mobile Banking.

Biometrics

The Mobile App allows you to use biometrics (Touch ID, Fingerprint ID or Face ID) to access your mobile device instead of your username and password. Your username and password will not be stored on a mobile device that you’ve enabled Biometric on unless you have opted to save your username. However, by enabling Biometrics on a specific device, every person with enrolled biometrics on that device will have access to your account. We suggest reviewing the enrolled biometrics to make sure that each person is authorized to access the personal and financial information available in this app. Biometrics are only stored on your device and the Mobile App does not see or store your biometric information during the authentication process. You are responsible for safeguarding your mobile device. The use of Biometrics signifies you acknowledge these terms have been accepted by one or more of the persons who established the subject account with us. You further agree that the use of Biometrics on a mobile device has the same effect as your signature authorizing transactions. You are responsible for all transfers and/or transactions performed with biometrics and agree not to hold WESTconsin Credit Union liable for any errors. If you are not comfortable with these terms, we suggest you not enable biometrics and resort to using your username and password to gain access to your account through your mobile device. If your mobile device doesn’t recognize your biometric information, you can sign in using your standard login credentials (i.e. username, password). You can enable or disable biometric login anytime within the Mobile App.

Security

You will be required to enter your username, password, and a one-time verification code to access your account. Multifactor authentication (username, password, one-time verification code) helps protect you against identity theft or online fraud. Using your password has the same effect as your signature, authorizing any and all transactions processed through WESTconsin Online and/or Mobile Banking. Upon first access you may be asked to provide validation information, which may include your

email address, phone number, name, address/zip code, mother's maiden name, date of birth, and social security number and will be required to receive a one-time verification code by either phone call, text message, app authenticator or email (email one-time verification is limited and does NOT constitute a primary delivery method. This method will be monitored and granted on case-by-case circumstances). After receiving the one-time verification code you'll be asked to enroll your computer or mobile device. It is always better to call us directly at (800) 924-0022 to confirm the legitimacy of the request. Only complete this step if it is a personal or trusted computer or mobile device. We do not suggest enrolling public or untrusted computers or mobile devices. Once the computer or mobile device is enrolled, you'll be able to access the computer or mobile device without obtaining another one-time verification code as long as secure internet cookies are still in place. If you sign on to a computer or mobile device that is not enrolled, you will be asked to validate your identity by receiving the one-time verification code each time.

Never share the one-time verification code you receive; we will never ask you to provide this code. Use caution when responding with the one-time verification code and make sure you are using the one-time verification on a website that you navigated to, or through an interaction with us that you are expecting us to guide you to a site or link. Do not click on a link received in either a text message or email that you are not expecting, including fraud-related alerts. It is always better to call us directly at (800) 924-0022 to confirm the legitimacy of the request.

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

Multifactor authentication can also be completed by using a one-time verification code obtained by using either Google Authenticator or Microsoft Authenticator. The authenticators will provide you with a unique and time sensitive code that only you can use. In order to use a authenticator method you will have to download either the Google or Microsoft Authenticator from the App store on your mobile device. Complete registration by going to My Settings > Security Options.

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

Password Requirements

- 8-32 characters long
- Case sensitive
- Must contain at least one character from the following categories – letters, numbers, and any special character
- Cannot contain any spaces
- Cannot be the same as or a substring of the Username
- Cannot contain member number
- Temporary passwords expire after 30 minutes

Username Requirements

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

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

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

Liability for Unauthorized Access

You are responsible for all transactions you authorize. If you permit someone else to use the password, you are responsible for any transactions they authorize or conduct on any of your accounts. Notify us at once if you believe your password has been lost or stolen, or an unauthorized person has accessed your account without your permission. An immediate hold can be placed

on your account blocking online and mobile access. Telephoning is the best way of keeping your possible losses down. If you believe anyone has used your password or accessed your account through WESTconsin Online and/or Mobile Banking without your authorization, please contact us immediately, during business hours by calling (800) 924-0022.

Our Obligation to Make Transfers

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

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

WESTconsin Credit Union is not liable for failure to make transfers in the following events:

- If, through no fault of ours, you do not have adequate funds in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If your account is closed
- If the transaction amount exceeds your available line of credit limit
- If the funds in your account are subject to an administrative hold, legal process, or other claim
- If you have not provided accurate instructions
- If WESTconsin Online and/or Mobile Banking is not working properly
- If your computer or mobile device malfunctions
- Or any other circumstance occurs beyond WESTconsin's control

Termination of WESTconsin Online and/or Mobile Banking

We may terminate your use of WESTconsin Online and/or Mobile Banking at any time without prior notification if you or an Authorized User of your account breaches this or any other Agreement with us; or if we have reason to believe there has been unauthorized use of your account or password. Terminating your use of WESTconsin Online and/or Mobile Banking does not necessarily mean account closure, therefore transactions may still occur.

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

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

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

System Availability

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

Electronic Fund Transfers Agreement and Disclosure

Please see the Electronic Fund Transfers Agreement and Disclosure for consumer accounts that contains additional information related to your account.

Account Information Disclosure

Please see all Privacy Policies on our website for account information disclosed.

Third Parties

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

WESTconsin Online Banking & Mobile Banking Terms & Conditions Amendments

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

New or Discontinued Services

We may, from time to time, provide new or additional Online and/or Mobile Banking services, and all such services shall be subject to the terms of this Agreement, or as incorporated herein by reference. By using such services when they become available, you agree to be bound by any and all terms, conditions and rules we communicate to you concerning such services. In the event of any modifications to the existing or new services, you are responsible for making sure you understand how to use Online and/or Mobile Banking as modified. Furthermore, we reserve the right to change or discontinue Online and/or Mobile Banking at any time.

WESTconsin Online & Mobile Banking Authorization

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

Limitation on Liability

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

Assignment

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

Severability

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

Governing Law

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

Waiver

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

Headings

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

Mobile Deposit Terms and Conditions

The following Terms and Conditions apply to Mobile Deposit at WESTconsin Credit Union. Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your account(s) remotely by capturing an image of the original check(s) and delivering the digital image(s) and associated deposit information ("images") to us or our processor with your mobile device. After you login to the WESTconsin Mobile App you may register for Mobile Deposit. Business accounts may prequalify

for mobile deposit and be able to access the services without completing registration. For accounts using Business Connect, you can complete the Business Connect Application to register for Mobile Deposit. These Terms and Conditions and other applicable agreements, such as but not limited to the *WEST*consin Online & Mobile Banking Terms & Conditions cover your use of Mobile Deposit.

Access Mobile Deposit

Download our free Android or iPhone Mobile App through The App Store, Google Play by searching *WEST*consin Credit Union or go to our website click on Personal > Online Banking to get more information about our Mobile App.

Charges for Using Mobile Deposit

Free. No charges for Mobile Deposit. Other fees may apply, refer to the Service Charges and Fees Schedule.

Limits

Limits may be established on the dollar amount and/or number of items or deposits.

Default deposit limits for “retail” accounts using *WEST*consin Online are \$12,000 per day and \$24,000 per rolling 30 days.

Default deposit limits for “business” accounts using *WEST*consin Online, \$15,000 per day and \$50,000 per rolling 30 days.

Business Connect default “tier i” deposit limits are, \$30,000 per day and \$100,000 per rolling 30 days.

If a business account has been approved for “tier ii” limits for Business Connect, the deposit limits are \$100,000 per day and \$250,000 per rolling 30 days.

If you attempt to initiate a deposit in excess of these limits, we may reject your deposit, or the service may be denied.

Eligible items

You agree to capture, and deposit only negotiable checks. If an ineligible item is submitted through Mobile Deposit, we may immediately and permanently deny the service. We may also deny the service on all existing and future accounts. You agree you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Stale-dated or post-dated checks, money orders, cashier’s checks, US savings bonds, Travelers Cheques, convenience checks or other items we deem unacceptable for Mobile Deposit.

Requirements

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsement(s) must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “for mobile deposit”. Checks that are made payable to a business, the endorsement must include the business name (printed or stamped) and the words “for mobile deposit”. If a noted POA is signing in place of the original payee, then the POA must sign both the member’s name and the Power of Attorney’s name and “for mobile deposit”. If the check is properly endorsed and the check states, “check here if mobile deposit” and the box is checked, then the words “for mobile deposit” are not necessary.

Receipt of Deposit

All images processed for deposit through Mobile Deposit will be treated under the Membership and Account Agreement and/or the Business Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement and/or the Business Membership and Account Agreement. When you successfully submit image(s) you can check the status of the image(s) within the Mobile App. The status “Held for Review” means the check image(s) is being reviewed; the status could remain pending until the next business day depending on the time the deposit was submitted. The status “Accepted” means the check image(s) was accepted, however if funds are not yet available the deposit is still processing, and the item(s) should not be resubmitted through Mobile Deposit or brought into an office location for deposit. The status “Deleted” means the check image(s) was rejected; tap to review reject reason. We shall not be deemed to have received the image for deposit until we have confirmed receipt through the Mobile App to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive or that you destroy upon submission. We cannot re-process an image that has been deleted.

Following receipt, we may process the image by preparing a “substitute check” or clearing the item as an image.

We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Deposit into your account(s). We may email you a notification of your rejected image(s), providing we have a current email address for you on file. It is your responsibility to make sure your email and other contact information is current.

Original checks

After you receive confirmation that we have received an image, you must securely store the original check for at least 30 calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such an amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits

Any credit to your account for checks deposited using Mobile Deposit is provisional. If the original check(s) deposited through Mobile Deposit is dishonored, rejected or otherwise returned unpaid by the drawee bank, or is rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Your Warranties

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Compliance with Law

You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Unavailability

Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our offices.

Funds Availability

For "retail" and "business" accounts using WESTconsin Online or for Business Connect accounts, Mobile Deposits confirmed as received before close of business will be credited to your account within three business days with the first \$2,000.00 of the daily total deposit available. Deposits confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within three business days of the following business day.

For "retail" and "business" accounts using WESTconsin Online or Business Connect, Mobile Deposits on new accounts opened less than 30 days confirmed as received before close of business will be credited to your account within five business days with the first \$275.00 of the daily total deposit available. Deposits on new accounts opened less than 30 days confirmed received after close of business, on holidays, or days that are not considered business days will be credited to your account within five business days of the following business day.

Some items during processing hours may qualify for automatic posting to your account resulting in funds made available sooner to you. Items that do not qualify for automatic posting can include but are not limited to: check deposit limits, duplicate submissions, non-conforming image, poor image quality, or dollar amount discrepancies.

All accounts may be subjected to extended holds if we deem necessary.

Mobile Deposit Security

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized access to your account or unauthorized deposits. You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original check(s), or if you suspect unauthorized access. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

Your Responsibility

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, ineligible incorrect or otherwise improper or unusable images to us.

Financial Information

You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

WESTconsin Credit Union
C/O Electronic Services Department
PO Box 160
Menomonie, WI 54751
(800) 924-0022

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. and Vertifi Software, LLC, and retain all rights, title, and interests in and to the Services, Software and Development made available to you.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight, (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight and Vertifi and their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW

eStatements Terms and Conditions

In this agreement, the word “eStatements” is the branded word used to describe the following documents that are delivered electronically once these terms are accepted: membership account statements, credit card statements, mortgage statements, account notices, yearly tax forms, escrow analysis and any other documents offered including marketing pieces. By accepting these terms, you agree to receive and review your periodic account statements, credit card statements, mortgage statements, account notices, yearly tax forms, escrow analysis, and other documents through WESTconsin Online, Business Connect, or our Mobile App using our eStatements services from this point forward. Your eStatements may include a membership account statement also referred to as an eStatement that includes periodic account and transaction activity for your deposit and loan accounts. Your eStatement may include a credit card statement also referred to as eStatements that includes but is not limited to account details, and transaction activity for your credit card. Your eStatements may also include account notices also referred to as eNotices for insufficient funds, certificate maturity notices, late loan notices, and other similar account notices. Yearly tax forms for dividends earned and mortgage interest paid are also included with eStatements. We may also electronically deliver account disclosures, newsletters, or marketing inserts, Privacy Policies, along with other documents.

Email Consent

We will send you an email whenever you have an eStatement available for review. You must keep your email address updated by accessing My Settings through either WESTconsin Online, Business Connect or our Mobile App.

Access Requirements and Retention

The device in which you attempt to access your eStatements will need a PDF reader like Adobe Acrobat Reader software to read such eStatements. Adobe Acrobat Reader can be downloaded at no charge from the link provided in the eStatements FAQs on our website or through the mobile app stores. eStatements may be retained up to an 84-month period and eNotices may be retained up to 24 months. If the device you are using has sufficient memory and is connected to a printer, you also have the option to download or print the documents for your future reference. Should the hardware and software requirements to access your eStatements change, WESTconsin will notify you of these changes along with your option to withdraw consent for accessing eStatements.

Paper Copies

You have the right to request and receive your eStatements in paper form. To request paper copies, please contact our Service Center at (800) 924-0022 or stop into a location nearest you. Paper copy requests may result in the account being charged a fee. Charges are in accordance with our Service Charges and Fees Schedule, which can be requested by calling us at (800) 924-0022 or in person at any of our office locations.

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You may withdraw your consent to receive eStatements at any time. To do this, login to eStatements through either WESTconsin Online, Business Connect, or our Mobile App, access eStatements > Profile Settings > View Profile > edit > Paper > Submit or by calling us or stopping into a location nearest you. There are no penalties for choosing to withdraw your consent for eStatements, however, check your account agreement(s) to see if any other restrictions or fees may apply to the terms of the account.

Term Agreements

We reserve the right to amend or change these Terms and Conditions. We will provide you any notice or request for authorization as required by law or regulation. If no notice or request for authorization is required, your continued use of eStatement services will constitute your agreement to such changes.