

Online/Mobile Banking
ACCOUNT ACCESS AGREEMENT AND DISCLOSURE STATEMENT

STERLING FEDERAL CREDIT UNION

This Agreement is a contract, which establishes the rules that cover your electronic access to your account(s) at Sterling Federal Credit Union through the World Wide Web commonly referred to as the Internet. Online Banking, Internet Banking, Home Banking, and Mobile Banking are synonymous. Any and all usage of these terms mean you are accessing account information with Sterling Federal Credit Union through an electronic device such as a Personal Computer, Smart Phone, or a device that provides access to the world wide web. This agreement also covers electronic account access using a Smart Phone that enables downloading a Mobile Application. You will be bound by this Agreement when you enroll in Online or Mobile Banking. You also accept all the terms and conditions of this Agreement by using the Service. Please read it carefully and retain for your records.

This Agreement is also subject to applicable federal laws and the laws of the State of Colorado (except to the extent this Agreement can and does vary such rules or laws). If any provisions of this Agreement are found unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in the Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party or any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Credit Union's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement together with the Membership and Account Agreement constitutes the entire agreement between you and the Credit Union with respect to the subject matter hereof and there is no understanding or agreements relative hereto which are not fully expressed herein.

The words "you", "your", and "yours" refer to the Sterling Federal Credit Union member(s) jointly and severally. The words "we", "us", "our", "SFCU" and "Credit Union" refer to Sterling Federal Credit Union. This Agreement and Disclosure Statement (hereinafter "Agreement") explains and describes the types of Electronic Funds Transfers which are available to you with our Online/Mobile Banking, Internet Teller, Home Banking, Online Banking, and Mobile Banking are synonymous. Any and all usage of these terms mean you are accessing account information with Sterling Federal Credit Union through an electronic device such as a Personal Computer, Smart Phone, or a device that provides access to the world wide

web. This agreement also covers electronic account access using a Smart Phone that enables downloading a Mobile Application.

This Agreement also contains your rights and responsibilities concerning transactions that you make through the Online/Mobile Banking, including your rights under the Electronic Funds Transfer Act.

To qualify for access to the Online/Mobile Banking you must be a Credit Union member in good standing. The Online/Mobile Banking may not be accessible to Business and Organizational accounts. Other conditions may apply.

ENROLLING FOR Online/Mobile Banking

- In order to access Online/Mobile Banking you must use a computer that provides access to the World Wide Web. You should use the most current browser versions of Microsoft Edge, Google Chrome, Apple Safari or Mozilla FireFox. Microsoft Internet Explorer is no longer supported.
- Modern browsers and operating systems are required to support security measures.
- As newer versions are released, older versions will be deprecated.
- Your Internet Browser must support a minimum of 128 Bit Encryption.
- We strongly recommend the use of anti-virus, anti-malware and other security products designed for home computers and other mobile devices.
- We do not recommend using a public computer to access your account information.
- The member account number and the Social Security Number are required for initial enrollment to Online/Mobile Banking.
- The email address and phone numbers you use during enrollment must match the email address and phone numbers on your account records at the credit union.
- A verification code will be texted to a mobile phone number or called to a landline or mobile phone number.
- Users will create a Username and Password during enrollment.
- User Names must be between 8 and 15 characters and begin with a letter. No special characters are accepted. Usernames are NOT case sensitive.
- Passwords must be between 4 and 20 characters and may include special characters:
!,*,#,\$,%,&,(*)+,-/,<=>?[/]_{|} Passwords ARE case sensitive.

1. Upon completion of the enrollment procedure and Multi Factor Authentication, you agree that we are authorized to act on instructions received under this information. You accept responsibility for periodically changing your password and protecting the integrity of the User Name and Password to protect unauthorized transactions and account access. Granting access to your account via Online/Mobile Banking to anyone will make you financially liable for all losses or misuse of your account(s).

Online/Mobile Banking

Reach the Online/Mobile Banking at <https://www.sterlingcreditunion.org>. You can use Online/Mobile Banking 7 days a week, 24 hours a day, 365 days a year, although some or all of the banking services may not be available occasionally due to emergency or scheduled system maintenance. The use of your User Name and Password is required to access Online/Mobile Banking. You can perform the following transactions on ALL ACCOUNT(S) TO WHICH YOU ARE AUTHORIZED AND HAVE BEEN GIVEN ACCESS TO:

- Obtain balances and other account information on share/savings and draft/checking accounts in addition to share certificates, IRAs, and loans.
- Make transfers between share/savings, draft/checking, and loan accounts.
- Transfer advances from your personal line-of-credit loan to share accounts.
- Review history on your accounts.
- Make transfers from your share accounts to other share accounts that you share an association.
- Determine if items have cleared.
- View check copies.
- Access electronic statements.
- Use our bill payment service.
- Verify dates and amounts of payroll deposits
- Make loan payments

2. ***LIMITATIONS ON TRANSFERS.**

Federal regulations limit transfers for share/savings accounts and money market accounts, if applicable. During any statement period, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer. This includes transfers by phone, fax, wire and cable, audio response, overdraft transfers to checking and Internet instruction. No more than three of the six transfers may be made by check, draft or debit card, or similar order to a third party. A pre-authorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders including orders received through the automated clearinghouse (ACH).

If you exceed the transfer limitations set forth above in any statement period, the transfer may not be completed, your regular share account and draft account may be subject to a fee, account closure, or suspension or we may revoke your access to Internet Teller.

We will not be required to complete a withdrawal or transfer from your account(s) if you do not have enough money in the designated account(s) to cover the transaction. However, we may complete the transaction.

Limitations on transfers continued:

You agree not to use Online/Mobile Banking to initiate a transaction that would cause the balance in your designated account(s) to go below zero. If you have a line-of-credit, you agree not to use Online/Mobile Banking to initiate a transaction that would cause the outstanding balance of your line-of-credit to go above your credit limit. We will not be required to complete such a transaction, but if we do, you agree to pay us the excess amount or improperly withdrawn amount or transferred amount immediately upon our request. We also will refuse to complete your Online/Mobile Banking transactions if we have canceled your Online/Mobile Banking access, or we cannot complete the transaction for security reasons.

The functions and limitations of Online/Mobile Banking may be updated, without notice, at the option of the Credit Union in order to provide improved service to the membership.

*Special Considerations to Transfer Limitations

The Federal Reserve made some changes to the rules surrounding withdrawals made from savings accounts in light of the global [COVID-19 pandemic](#). As of April 2020, banks are no longer required to uphold the limit, which means that consumers can make more than six withdrawals per month from their savings accounts.

The move to implement the interim final rule was made in light of the financial pressures' individuals face because of the pandemic. The amendment is open-ended, as the board did not put an end date on the rule. But the committee did say it may make changes if things change in the future.

3. **FEES FOR Online/Mobile Banking.**

There is no monthly service fee for using Online/Mobile Banking. However, if we implement a fee, we will notify you as required by applicable federal and/or state regulations. If at that time, you choose to discontinue using Online/Mobile Banking, you must notify us in writing.

4. **ACCOUNT STATEMENTS.**

Your periodic statement will identify each electronic transaction. You will receive a monthly account statement for each month in which you initiate electronic transactions.

5. **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.**

In case of errors or questions about electronic transfers, telephone us at the number below, E-mail us at service@sterlingcreditunion.org, or send us a written notice to the address below as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

970-522-0111

Sterling Federal Credit Union

P.O. Box 1086, Sterling, Colorado 80751

- a. Tell us your name and member number.
- b. Describe the error or the electronic transaction you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS continued.

c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 10 business days (20 business days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) after we hear from you. We will correct any error promptly. If we need more time, we may take up to 45 days (90 days if your complaint or question involves a transaction to or from an account within 30 days after the first deposit to the account was made) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the complaint or error involves a transaction to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

6. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

You will be liable for unauthorized access to accounts via Online/Mobile Banking to the extent allowed by applicable federal and state law. Tell us AT ONCE if you believe your Member number, User Name or Password or any record thereof, has been lost or stolen, or if any of your accounts have been accessed without your authority. You may telephone us at 970-522-0111, E-mail us at sterlingcreditunion.org, or mail to Sterling Federal Credit Union, P.O. Box 1086, Sterling, Colorado 80751. Telephoning is the best way of minimizing your liability. You could lose all the money in your accounts, plus your maximum overdraft line-of-credit. If you tell us within two (2) business days of the loss, theft, or unauthorized access, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, theft or unauthorized access, and we can prove we could have stopped someone from accessing your account without permission if you had told us, you could lose as much as \$500.

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

7. TRANSACTIONS THAT ARE NOT COMPLETED.

If we fail to complete a transfer to or from your designated account(s) on time, in the correct amount, and we have agreed to perform it, with certain exceptions, we will be liable for your losses or damages. Section 3 of this agreement lists a number of situations in which we do not agree to complete withdrawals or transfers. We also will not be liable:

- If we have terminated this Agreement.
- If through no fault of ours, you do not have enough money in your account(s) to make the transfer.
- A legal order directs us to prohibit withdrawals from the account(s).
- The funds in your designated account(s) are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction from being completed despite reasonable precautions that we have taken.
You have reported an unauthorized use of your Member Number and Password, reported it as stolen, or requested that we issue a new Password, and we have as a result refused to honor the original Password.
- If your account is closed, frozen, or funds are uncollected.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If the transfer would cause your balance to become negative or exceed the credit limit of an established line of credit loan.
- If any part of Online/Mobile Banking is not working properly and you knew about the problem when you started the transactions.
- There may be other exceptions as provided by applicable law.

8. INFORMATION ABOUT YOUR DESIGNATED ACCOUNTS.

You authorize us to obtain any information deemed necessary to process your request for access to Online/Mobile Banking. Additionally, you agree that we will disclose information to third parties about your designated account(s) or the transactions you make:

- Where it is necessary for completing or documenting transactions or resolving errors involving transactions.
- In order to verify the existence and condition of your designated account(s).
- In order to comply with orders or subpoenas of government agencies or courts.
- If you give us written permission.

9. OUR BUSINESS DAYS.

Our business days are Monday through Friday, other than legal banking holidays.

10. PRE-AUTHORIZED PAYMENTS.

You may not use Online/Mobile Banking to enter into pre-authorized payment arrangements.

11. OUR RULES AND REGULATIONS AND OTHER AGREEMENTS.

Your designated account(s) may also be governed by other agreements between you and us. The terms and conditions of the deposit agreements and disclosures for each of your Credit Union account(s) as well as your other agreements with the Credit Union such as loans continue to apply notwithstanding anything to the contrary in this Agreement.

12. EVIDENCE.

If we go to court for any reason, we can use a copy, microfilm, microfiche, or photograph of any document or person to prove what you owe or that a transaction has taken place and the copy, microfilm, microfiche, or photograph will have the same validity as the original.

13. TERMINATING THIS AGREEMENT.

You can terminate this Agreement at any time by notifying us in writing and by discontinuing the use of your User Name and Password. We can also terminate this Agreement and revoke access to Online/Mobile Banking at any time. Whether you terminate the Agreement or we do, the termination will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your User Name and Password after this Agreement has been

terminated.

14. CHANGING THIS AGREEMENT.

We may change any term of the Agreement at any time. If the change would result in increased fees, if applicable, for any services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice of at least 21 days before the effective date of any such change, unless any immediate change is necessary to maintain the security of an account, or our electronic fund transfer system, or for any security reasons. We will post any required notice of change in terms on our web site, personal E-mail, or postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject system services indicates your acceptance of the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

15. NOTICES.

All notices from us will be effective when we have mailed them or delivered them to the last known address in the Credit Union's records. Notices from you will generally be effective once we receive them at Sterling Federal Credit Union, P. O. Box 1086, Sterling, CO 80751. Notices under Section 6 will be effective once you have done whatever is reasonably necessary to give us the information we need—such as by telephoning us.

16. COLLECTION EXPENSE.

If we ever file a lawsuit to collect what you owe us, you will be responsible for our expenses, including attorney's fees.

17. GOVERNING LAW.

This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, and the laws and regulations of the state of Colorado. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located. You desire to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payment and/or transfer to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated

account. This authorization is in force until revoked by you or us in writing.

18. YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR INFORMATION:

You understand that you are responsible for safekeeping your personal information, such as your social security number and information relating to your credit union account, such as your member account number, User Names and passwords.

You understand that individuals that may or may not have ownership to your account may be able to access your account remotely by knowing some or all of your personal and credit union account information, such as your social security number, member account number, User Names, and passwords.

You understand that your User Name and Password are created for security purposes to authenticate electronic transfers and withdrawals done in Online/Mobile Banking and that it is your responsibility to safeguard your User Name and Password. You understand that if you disclose this information to anyone, regardless if they are an account owner or not, you are fully responsible for transactions performed on your account.

Any use of Online/Mobile Banking constitutes your agreement to the terms and conditions of the Online/Mobile Banking Account Agreement & Disclosure.

Unauthorized access or use is not permitted and may constitute a crime punishable by law.

I have read and agree to the terms and conditions.