

# Electronic Payment Portal Disclosure & Agreement

## WHAT THIS AGREEMENT COVERS

This is your loan and account funding Electronic Payment Portal Disclosure & Agreement (“Agreement”) with Salal Credit Union (“Credit Union”). You may use this payment service (the “Service”), to make payments to your loan(s) and account(s) with us. “You” or “your” means each person who signs or otherwise indicates acceptance to this Agreement or is otherwise authorized to use the Service. “We,” “us,” or “our” means Salal Credit Union and any designee we use to complete the payments.

By registering for this Service, you authorize the Credit Union to process the transactions permitted under this Agreement as requested by you and for the Credit Union, or its designee, to post pending and completed transactions to your account. You may request a payment be delivered on a one-time basis or you may request recurring payments when scheduled through Mobile or Online Banking. This option may be changed at any time by accessing the Service and changing your Payment Instructions in the System at least five (5) business days before the payment is scheduled and/or due. By logging into the Service and completing Payment Instructions, you authorize the Credit Union to charge/debit your Debit Card or Bank Account for any and all payments that have been agreed to under this Agreement, and direct the payment to the Credit Union, or its designee, as payment for amounts owed to the Credit Union.

## TRANSFER TYPES AND LIMITATIONS

### Payment Types Accepted

You may use the Service to make payments to your Salal Credit Union account using a valid debit card account number or checking account number (“Payment Account”). Debit card payments may not be available through all payment channels.

### Limitations on Dollar Amounts of Transfer

You may use the Service to make payments with maximum payment amounts varying by payment channel:

- Salal Business Payments: \$3,000 per payment
- Salal Loan Payments: \$5,000 per payment via ACH/\$1,000 per payment via debit card
- Salal Mortgage Payments: \$5,000 per payment
- Salal Account Funding: \$2,500 per payment via ACH/\$1,000 per payment via debit card

## CONSENT TO ELECTRONIC COMMUNICATIONS

The terms of this Agreement are provided to you electronically via the Internet. Therefore, you understand and agree that this Agreement will be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means:

- This Agreement and any amendments, modifications, or supplements to it.
- Your records of any payment transactions through the Service, including statements and confirmations of individual transactions and related fees (e.g., receipts).
- Any disclosures or notices provided in connection with the Service, including those required by federal or state law (such as initial disclosures, statements, periodic and annual error resolution notices, initial and annual privacy notices, opt-out notices, and change-in-terms notices).
- Any member communications, including communications with respect to claims of error or unauthorized use of the Service.
- Any other communication related to the Service.

You can obtain copies of any disclosures provided to you electronically by viewing them within the Service or going to **SalalCU.org** and selecting “Disclosures & Forms.”

## SYSTEM AND EQUIPMENT REQUIREMENTS

Prior to accepting the electronic delivery of Communications, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need computer or mobile access, an email address, Internet service, and a printer or computer storage such as a hard drive or thumb drive for printing and saving documents. The following are the hardware and software requirements necessary for you to access, receive, and retain electronically delivered documents. We will notify you whenever we change or revise these requirements. At that time, you will have the right to withdraw your consent. To receive Communications, you must have access to:

- Internet Access
- Operating System: current version of Microsoft Windows or Mac OS X
- Supported Browsers:
  - Edge – two most recent versions
  - Firefox – two most recent versions

- Google Chrome – two most recent versions
- Safari – two most recent versions
- Mobile:
  - Apple iOS – two most recent versions
  - Android – two most recent versions
- Screen Resolution: 1024 x 768 minimum
- Security:
  - Allow per session cookies
  - Users accessing the Internet behind a Proxy Server must enable HTTP 1.2. settings via proxy connection.
- PDF Reader: Acrobat Reader or similar software might be required to view PDF files.
- A browser that supports 128-bit encryption and JavaScript.

## CANCELLATION OF ELECTRONIC COMMUNICATIONS

This Service is only available to online members who consent to receive Communications through electronic means. If you decide to no longer accept this Service's Communications electronically, you are no longer eligible for the Service.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing." You should print a paper copy of this Agreement and any electronic Communications that are important to you and retain the copy for your records. If you do not wish to receive this Agreement or the Communications electronically, you may not use the Service.

You agree to promptly update your account records with us if your email address or other information changes by updating your contact information in Mobile or Online Banking or by contacting the Credit Union at **800.562.5515**. Communications may be posted on the Service Site or other web site disclosed to you and/or delivered to the email address you provide. All electronic Communications will be deemed to have been received by you no later than five (5) business days after we send it to you by email or post the Communication on the Service Site, whether or not you have received the email or retrieved the Communication. An electronic Communication by email is considered to be sent at the time that it is directed by our email server to the email address you provided. An electronic Communication by posting to the Service Site is considered to be sent at the time it is publicly available. You agree that these are reasonable procedures for sending and receiving electronic Communications.

## THE PAYMENT PROCESS

We will process variable payments on the business day you designate, provided the payment request is received prior to the cut-off time. The daily cut-off time is 4:00 p.m. Pacific Time (PT). Variable payment requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day.

FOR RECURRING PAYMENT REQUESTS (ONLY ALLOWED FROM WITHIN MOBILE OR ONLINE BANKING), IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, PROCESSING WILL BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

When scheduling Payments, you must select a scheduled payment date (taking into account the processing information described in the previous paragraph) that is no later than your actual Due Date. Scheduled Payment Dates and recommended delivery times should be prior to any late date or grace period. The Service will not be responsible for any finance charges or penalties incurred for late payments that were due to invalid information entered by you.

When you have scheduled a payment, you authorize us to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Service.

We will incur no liability if we are unable to complete any payments initiated because of any of the following:

- You did not provide us with complete and correct payment or transfer information;
- You did not properly follow the instructions for use of the Service;
- The Service is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
- If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed your overdraft limit;
- Your account is closed or has been frozen;
- You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Service;
- Circumstances beyond our control (such as fire, flood, postal delay or improper transmission or handling by a third party) prevent, hinder or delay the transaction, despite reasonable precautions that we have taken; and/or
- A legal order prohibits withdrawals from your Payment Account.

You agree to have funds available in the Payment Account you designate in amounts sufficient to pay for all Payments requested as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Payment Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand.

Any Payment that is not a recurring bill payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Payment is going to be initiated. The daily cut-off time is defined as 4:00 p.m. PT.

## PERIODIC STATEMENTS

We will not send a periodic statement listing transactions that you make using the Service. The transactions will appear only on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE THE SERVICE AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** You agree to promptly review your monthly statement from your financial institution and to notify us immediately if there are any suspected unauthorized payments or errors related to the Service. (See the Unauthorized Transactions and Errors section.)

## STOP OR CANCEL PAYMENT ORDER

You may cancel or stop payment on a recurring payment or transaction by accessing the Service by logging into Salal Mobile or Online Banking, calling us at **206.298.9394** or **800.562.5515**, or in writing to **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029** at least three (3) business days before the scheduled date of the payment or transaction. We may require you to provide us with written confirmation of a stop payment order within 14 days of an oral notification. You will be advised when you call us to request a stop payment order if we will also need your written confirmation. If you are requested to provide a written confirmation and we do not receive it within 14 days, an oral stop-payment order will not be binding after that time and a subsequent debit may be made to your account if the item is resubmitted for payment.

## LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your login ID credentials and password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any Service payment request you make that contains an error or is a duplicate of another Service payment. We are not responsible for a Service payment that is not made if you did not properly follow the instructions for making a Service payment. We are not liable for any failure to make a Service payment if you fail to promptly notify us after you learn that you have not received credit for a Service Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent. In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

## CONFIDENTIALITY OF INFORMATION

Information submitted to us or our suppliers is our property or the property of our suppliers, and we and our suppliers are free to use and disclose that information (other than the Service account, Payment Account, or transactions), or any ideas, concepts, know-how, or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed to by us or our suppliers or prohibited by law. We will disclose information to third parties about your Service account, Payment Account, or the transactions you made (i) where it is necessary for completing transactions; (ii) in order to comply with government agency or court orders; or (iii) if you give us your written permission. We shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement.

## CHANGE IN TERMS; TERMINATION

We have the right to change this Agreement at any time. For any change that results in: (i) increased fees, (ii) increased liability to you; (iii) fewer types of available electronic fund transfers, or (iv) stricter limitations on the frequency or dollar amount of transfers, we will provide thirty (30) days prior written notice to your email account at the last address shown for the account in our records, by posting notice on our Service website, or as otherwise permitted by law. We may, however, change this Agreement without prior notice if necessary to maintain or restore the security of the Services or your Account.

We have the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to **PO Box 75029, Seattle, WA, 98175-0029**. We are not responsible for any payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by us on your behalf.

## VIRUS PROTECTION

We are not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your computer and diskettes using reliable virus protection products to detect and remove viruses. If undetected and not repaired, a virus can corrupt and destroy your programs, files, and hardware.

## DAMAGES AND WARRANTIES

In addition to the terms previously disclosed, we are not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest, or other damages, whether direct, indirect, special, punitive, incidental, or consequential, (collectively, "Losses") caused by the use of the Service. Without limiting the foregoing, we will not be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond our reasonable control, including but not limited to communications breakdown or interruption, or labor disputes; (ii) a technical malfunction that was known to you at the time you attempted to initiate a transaction, or in the case of a pre-authorized transfer, at the time such transfer should have occurred; or (iii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, or ACH network; or (iv) errors, delays, interruptions, or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic, or equipment failure. We provide the Service from our own sites and make no representation or warranty that any information, material, or functions included in the Service are appropriate for use by you in your jurisdiction. If you choose to use the Service, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. We do not warrant the adequacy, accuracy, or completeness of any information provided as a part of the Service. We do not make any representations or warranties regarding the accuracy, functionality, or performance of the Service. We disclaim any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose, or error-free operation.

**INDEMNIFICATION**

You shall indemnify, defend and hold us and our officers, employees, directors, suppliers, and agents, in their individual capacities or otherwise, harmless from and against any "Losses" arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.

**APPLICABLE RULES, LAWS, & REGULATIONS**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of Washington, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering King County, Washington, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

**GENERAL PROVISIONS**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and us. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control. We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this Agreement. No waiver by us of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law. We may assign our rights and/or delegate all or a portion of our duties under this Agreement to a third party.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.